

REQUEST FOR PROPOSALS

Household Hazardous Waste Programs



RFP Pre-Bid
November 3, 2022
11:00 am CST

RFP DUE DATE
November 28, 2022
10:00 am CST

RFP OPENING
November 28, 2022
10:15 am CST

Lake County Solid Waste Management District
8695 Broadway
Merrillville, IN 46410

I. GENERAL TERMS AND CONDITIONS

The Lake, Porter, and LaPorte County Solid Waste Management Districts (“the Districts”) have issued this Request for Proposals (“RFP”) for the transportation, collection, processing, and disposal of HHW throughout Lake, Porter, and LaPorte Counties through each District’s Household Hazardous Waste Program (“HHWP”).

A. Proposal Submission Deadlines

Sealed proposals for the HHWP must be received by 10:00 am CST on November 28, 2022. Submitted proposals must be enclosed in a sealed envelope bearing the name and address of the Proposer, as well as the title of the proposal as follows:

**REQUEST FOR PROPOSALS
for the
Household Hazardous Waste Program
Transportation/Collection/Processing/Disposal Events**

The Proposals will be publicly read on November 28, 2022 at 10:15 am CST at the Lake County Solid Waste Management District Office, located at 8695 Broadway, Merrillville, Indiana. One (1) original copy of these proposals should be submitted to the following:

Ms. Jeanette Romano, Executive Director
c/o Lake County Solid Waste Management District
8695 Broadway
Merrillville, Indiana 46410

A complete set of each Proposer’s submission must also include a thumb-drive with a PDF of the Proposer’s response to this RFP. PROPOSALS RECEIVED AFTER THE ABOVE DATE AND TIME WILL NOT BE CONSIDERED. Oral submission of proposals is not acceptable. The Districts reserve the right to waive any irregularities in the proposals and to reject any and all proposals. Proposals may be held up to ninety (90) days.

B. Pre-Bid Meeting

A pre-bid meeting will be held on:

November 3, 2022
11:00 am CST
Lake County Solid Waste Management District
8695 Broadway
Merrillville, IN 46410

Questions will be responded to at this meeting. This is not a mandatory pre-bid meeting.

C. Proposal Form/Envelope Requirements

Responses to this RFP must be submitted on the forms requested and/or provided. A standard non-collusion affidavit, as approved for use in the State of Indiana with respect to public projects, must be fully executed and provided with the proposal.

The successful Proposer shall provide the following documents ten (10) days before the full execution of the contract by each of the District's Board of Directors:

1. Workers' Compensation Insurance;
2. Proof of Insurance, including each District listed as Co-Insured (see Insurance Requirements for limits).

D. Proposal Withdrawals/Disclosures

No proposal can be withdrawn after the opening of the proposals without the consent of the Districts. Negligence on the part of the Proposer in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened. Upon opening the proposals, the entire contents will be placed in the public domain and will be open to inspection by all interested parties.

E. Surety

1. Bid Bond - No Bid Bond required.
2. Performance Bond - the Proposer to whom an award is made shall furnish a performance bond issued by a corporate surety licensed to do business in the State of Indiana in the amount of Fifty-Thousand Dollars (\$50,000.00) as a guarantee for the faithful performance of the contract and the payment of expenses and damages incurred under the contract, including the payment of all suppliers, laborers, and subcontractors. Each District will determine the sufficiency of the surety.

F. Insurance and Indemnification

Indemnification

The Work performed by the Contractor shall be at the risk of the Contractor exclusively. To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole expense), and hold harmless the District, the Owner (if different from District), affiliated companies of the District, their partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death, or damage to property (including environmental impairment), demands, damages, actions, causes of action, suits, losses, judgments, obligations, and any liabilities, costs, and expenses (including, but not limited to, investigative and repair costs, attorneys' fees and costs, consultants' fees and costs, and environmental cleanup costs)("Claims") which arise or are in any way connected with work performed, materials furnished, or services provided under this Agreement by the Contractor or its agents. These indemnity and defense obligations shall apply to any acts, omissions, negligence, or willful misconduct of the Contractor, its employees, or its agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. Contractor shall not be obligated to indemnify and defend the District or Owner for claims found to be due to the sole negligence or willful misconduct of the Indemnified Parties.

Contractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

Insurance

Upon execution of this Agreement, and prior to the Contractor's commencing any work or services with regard to the Project, the Contractor shall carry commercial general liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the Contractor shall provide the District with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or a substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01(or substitute forms providing equivalent coverage) naming the District and the Owner as Additional Insureds thereunder. Contractor shall also carry Contractors Pollution

Liability Coverage on a form acceptable to the District. Additional insured coverage shall apply as primary and non-contributory insurance with respect to any insurance afforded to Owner and District. The coverage available to the District and Owner, as Additional Insureds, shall not be less than \$1 million dollars Each Occurrence, \$2 million General Aggregate (subject to a per project general aggregate provision applicable to the project), \$2 million Products/Completed Operations Aggregate, and \$1 million Personal and Advertising Injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage, or work performed by Contractors. All coverage shall be placed with an insurance company acceptable to District. All Contractor insurance carriers must maintain an AM Best rating of "A-" or better. Coverage shall be afforded to the Additional Insureds whether or not a claim is in litigation.

Contractor agrees to maintain the above insurance for the benefit of District and Owner for a period of two years after completion of work.

Each Certificate of Insurance shall provide that the insurer must give the District at least 30 days' prior written notice of cancellation and termination of the District's coverage thereunder. Not less than two weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor shall supply the District with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of District and Owner as set forth above.

Additionally, and prior to commencement of the Work, the Contractor shall provide the District with a Certificate of Insurance showing liability insurance coverage for the Contractor and any employees, agents, or Sub-Contractors of the Contractor for any Workers' Compensation, Employer's Liability, and Automobile Liability. In the event any of these policies are terminated, Certificates of Insurance showing replacement coverage shall be provided to District. Coverages shall be no less than the following:

Workers' Compensation and Employers' Liability Insurance: As required by law and affording thirty (30) days written notice to District prior to cancellation or non-renewal, providing coverage of not less than \$1,000,000 for bodily injury caused by accident and \$1,000,000 for bodily injury by disease.

Business Auto Liability Insurance: Written in the amount of not less than \$1,000,000 each accident, and naming the District as additionally insured.

Waiver of Subrogation: Contractor shall obtain from each of its insurers a waiver of subrogation on Commercial General Liability, Contractors Pollution Liability, Auto Liability, and Workers Compensation in favor of District and Owner with respect to Losses arising out of or in connection with the Work.

Owner shall be defined as any of the involved counties and municipalities, as well as the owner in fee simple of the real estate/collection site upon which the services are provided as described in the Contract.

A sample Certificate of Insurance is available from the District.

Additionally, the Contractor must assume Hazardous Waste transporter status and indemnify and hold harmless the Indiana Department of Environmental Management and the Districts from damages relating to improper transportation and disposal of Hazardous Waste. The Contractor must be a registered and certified waste hauler with the U.S. EPA and IDEM. Additionally, the Contractor is responsible to ensure all subcontractors the Contractor employs for services detailed in this RFP and the Proposers response have all required licenses and permits to perform the duties they are performing under this RFP.

G. Term of Contract

The Districts are seeking proposals of a base bid for a one-year (1) contract with 2 (two), one-year (1) renewal options. The options may be exercised at the sole discretion of the Districts. The selection of the proposal will be contingent on which proposal provides each District the best pricing. Each District has the ability to review and accept proposals independent of the other two Districts.

II. PROGRAM - GENERAL INFORMATION

This RFP addresses transportation, collection, processing, and disposal of HHW from collection points in Lake, Porter, and LaPorte Counties in Indiana. TABLE 1 displays the demographics of the collection areas as of 2017/2018.

TABLE 1: PARTICIPATING DISTRICTS ESTIMATED DEMOGRAPHIC FIGURES

COUNTY	POPULATION	OCCUPIED HOUSEHOLDS	LAND AREA (SQ. MILES)
LAKE	484,411	185,524	498.96
PORTER	169,594	63,251	418.15
LAPORTE	110,007	42,975	598.30

Information for this table was obtained from the United States Census Bureau website. The program will be advertised through local newspapers, flyers, public meetings, and/or radio. The purpose of the program is to ensure Northwest Indiana residents of safe disposal options for hazardous waste as well as educate them on ways to reduce their use of chemical products.

The Districts have established mobile HHW programs. The collection sites will be surfaced with an all-weather material and have ample vehicular space plus a clear space for semi-tractor hitching and unhitching. The waste material will be transported to collection sites by the individual residents. The collection process will use a drive-up system. Vehicles with material will be directed to sorting tables where they will be unloaded by the Contractor. This will be a total turnkey program for the purpose of this proposal.

It is anticipated that the bulk of the collections will take place on weekends between six (6) and eight (8) hours per day on Saturdays (7:30 am-3:30 pm CST). The gates will open to the public at 9:00 am. The 2019 schedule for each District is provided on page 14.

III. EVALUATION

The experience of the Proposer in the HHW field and details of sound health and safety practices during its role in the performance of a HHW collection event are required in writing. The ability of the Proposer to financially and legally protect the Districts' communities is a critical element in the evaluation process.

All proposals for the mobile HHW program will be evaluated by the Districts. Proposals will be evaluated on their compliance with the RFP, compliance with federal, state, and local laws, administrative convenience to the Districts, price, services offered, disposal options, and other considerations deemed appropriate by the Districts.

In order to be eligible to be awarded a contract for the HHW collection program, a Proposer must be able to provide the necessary equipment and services; must be registered to do business in the State of Indiana; must have

reasonable and demonstrable experience in the field of HHW transportation and disposal; and must demonstrate the capacity to assign qualified personnel to the HHW collection programs to perform in a manner set forth in this RFP. Other projects being performed by the Proposer will also be evaluated.

The Districts reserve the right to reject any and all proposals and award a contract that is in the best interests of the Districts without further negotiations. However, the Districts reserve the right to negotiate an acceptable contract with the selected Proposer(s). Failure or inability to meet any of the requirements set forth in these instructions and specifications will be sufficient reason to disqualify any Proposer. The Districts reserve the right to select a successful Proposer without discussion of the proposals with other Proposers. The proposals will become part of the Districts' official files. Retention of these proposals does not obligate the Districts to any action.

IV. TECHNICAL PROPOSAL

All Proposers are required to submit the following information:

- A. Standard operating procedures (for packaging lab packs, bulking flammables/paints, etc.).
- B. Employee training (at a minimum, workers must have appropriate certification/licenses for hauling hazardous waste). A field chemist of an ACS approved Bachelor of Chemistry program shall be on site.
- C. Related projects experience (Proposers are required to provide at least five (5) HHW projects that were performed by their company. Preference will be given to Proposers that have demonstrated experience with mobile collection programs. The list should include names, contact names, and telephone numbers of the contacts).
- D. Transportation and disposal facility list (Proposers are required to provide a complete list of storage/transfer/transportation and disposal facilities, which may be utilized throughout the course of the program. The transportation and disposal facilities should list the location, contact, telephone, and Federal Identification Number of each facility).
- E. Qualifications: Proposers are required to provide all of the information requested in Section XI of this RFP.

V. DUTIES/RESPONSIBILITIES OF THE DISTRICTS

- A. Site Location: Each District will prearrange the locations for each event and provide the contractor with notification of each location four (4)

weeks prior to the event.

B. Site Management

Each District must have a site manager available at each event. The site manager will be responsible for the following:

1. Signage around the site;
2. Ensuring availability of the site one (1) day prior to the event if the contractor needs to bring in equipment prior to the event beginning;
3. Traffic control during the event;
4. In the event a participant brings in a product that is not on the list, the contractor shall consult the site manager for final authorization to accept or reject the product for processing at the event; and
5. All educational materials provided to their residents prior to and during the event.

VI. DUTIES/RESPONSIBILITIES OF THE CONTRACTOR (SUCCESSFUL PROPOSER)

Contractor Responsibilities - The Contractor responsibilities include, but are not limited to, the following:

- A. Notifying the site manager of any special needs or conditions they have prior to the setup of equipment for the event. If the contractor needs to deliver any equipment one (1) day prior to the event, the contractor must notify the District one (1) week prior to the event.
- B. Providing ALL equipment, safety products (spill kits, PPE, fire extinguishers, etc.), personnel (chemist and lab-packer who will perform the necessary tests on unknown chemicals), and staff who will make sure all necessary paperwork (manifests, Lab Pack Inventories, etc.) is completed for each collection to safely and efficiently manage the operations of the event.
- C. Site setup at least one (1) hour prior to event beginning and site tear down, including removal of all equipment and materials collected (including trash), within two (2) hours of the event ending.
- D. Providing and placing spill protection material in staging areas where materials will be placed for separation and bulking.

- E. Resupplying empty containers and materials as necessary.
- F. Ensuring all sub-contractors the Proposer employs for services detailed in this RFP and the Proposer's Response carry Workers' Compensation Insurance and any other applicable insurances consistent with the requirements contained herein.
- G. Ensuring all sub-contractors the Proposer employs for services detailed in this RFP and the Proposer's Response have all required licenses and permits to perform the duties they are performing under this RFP.
- H. Billing the Districts in a timely manner and ensuring that all invoices are consistent with the pricing provided within their response to this RFP.
 - 1. Districts are exempt from:
 - a. Taxes; and
 - b. Late Fees.

VII. PROCESS EXPEDIENCY

The Contractor will be notified a minimum of four (4) weeks in advance of the location and duration of each collection event. At each collection site all waste, equipment, and supplies must be removed from the site and/or property as soon as possible. The Contractor will be responsible for removal of all equipment (supplied by the Contractor) within two (2) hours after it has been released for transport by the District Site Manager. If there is an issue where some equipment will be at the site longer than what is specified, the Contractor shall coordinate this with the Districts and ensure that it will not pose an issue.

VIII. PROPOSAL CONDITIONS

The preferred method of waste management is recycling and/or reuse. Preference will be given to Proposers/Contractors who can recycle and/or reuse as much of the various waste as possible. It is the responsibility of the Proposer/Contractor to ensure that utilized disposal facilities are in compliance with all federal, state, and local laws. **Any deviations or materials the Proposer/Contractor will not take MUST be clearly defined within the Proposer's submission.**

IX. COST PROPOSAL

The Districts accept no obligation for costs incurred by the prospective Proposers in submitting a proposal or in anticipation of being awarded a contract. The Districts reserve the right to select a short list of Proposers, solicit additional information from them (including reduced pricing options), and enter into competitive contract negotiations with more than one of them.

There will be approximately 20 collections per year. Participation rates at each collection are estimated to be between 100 and 800 vehicles.

All packaged waste should be priced on a "net pound" basis. The net pound is the actual weight of the waste material in its original container and excludes disposal costs for outer drum and inner absorbent.

Pricing should be based on a turnkey operation (i.e. Proposer shall provide ALL equipment, personnel, training, and safety equipment/training and perform all duties necessary to operate each District's HHW Program per the schedule provided, other than traffic control). In situations where not all disposal options listed apply to the entire waste category, the Proposer shall make it exceedingly clear which options are available for each part of a waste category. The Districts may elect to remove any item from the pricing list to reduce costs and to remove the responsibility of handling and transporting from the Proposer/Contractor. Included in the pricing shall be:

A. Planning, Assistance, Implementation, Billing, and Reporting:

Transportation/Mobilization/Demobilization:

- Multiple Lake, Porter, and LaPorte County Sites
- See page 14 for dates and locations of events:
 - Lake County (9)
 - Porter County (6)
 - LaPorte County (6)

B. On-Site labor (to manage the materials listed on the attached Pricing Spreadsheet):

- Equipment Operator (including but not limited to forklift, truck, etc.)
- Lab Packing Personnel
- Chemist
- Laborers to empty vehicles

C. On-Site Equipment:

- Semi-Tractor(s) (if required by the Contractor)
- Semi-Trailer(s) (if required by the Contractor)
- Bobcat (if required by the Contractor or District)
- Forklift (if required by the Contractor-some sites may have forklift available. Contractor should confirm)
- Drums (per drum)
- Dumpster
- At a minimum, Contractor should provide all necessary equipment to handle the materials listed on the attached Pricing Spreadsheet and any other proposed materials.

D. Analysis (either on-site or at the Contractor's base facility):

- Fuel Blend Analysis (per waste stream)
- Full Analysis (per waste stream)
- TCLP Analysis (per waste stream)

E. Transportation/Recycling/Reuse/Disposal of Materials:

- The Contractor shall handle, transport, recycle, reuse, and/or dispose of all materials listed on the attached Pricing Spreadsheet.

X. PRICING

All Proposers who request or receive a set of RFP materials will be emailed a copy of the Pricing Spreadsheet for the Proposers to type in their responses to this RFP. The document has already been formatted so all the Proposer needs to do is type in its pricing.

With the proposal, the Proposer must submit a copy of the Pricing Spreadsheet (printed out on 11" x 17" paper), as well a copy included on the thumb-drive. Failure to submit pricing in both forms will result in rejection of the proposal.

If the Proposer has alternate pricing and suggestions for consideration, it should be presented in a separate document and placed immediately after the Pricing Spreadsheet. The additional information should be included on the thumb-drive and clearly captioned as "Additional Pricing Information".

XI. QUALIFICATIONS

The following information about the Proposer's company and any sub-contractor they plan on using for the HHW Program shall be submitted:

A. List of Governmental Agencies/Communities/SWM Districts where similar or same work was performed. The information provided should include:

1. Name of Community;
2. Type of Services Provided & Materials Collected;
3. Estimated Total Cost of Project;
4. Length of Contract; and
5. Key Contact Name, Phone Number, and Email Address.

B. History of Business

C. Project Manager Name, Key Support Staff, Billing/Account Manager

D. Letter of Interest and Brief Summary of the Proposer's experience in working with SWM Districts or Communities on permanent HHW Facilities/Programs. The Letter should include:

1. Statement of Interest;
2. Experience of Implementation;
3. Services Provided;
4. Annual Quantities Collected; and
5. Estimated Annual Costs.

XII. ADDITIONAL DOCUMENTS

THE DOCUMENTS PROVIDED BELOW MUST BE SUBMITTED WITH THE PROPOSER'S RESPONSE TO THIS RFP. **FAILURE TO SIGN AND SUBMIT ALL REQUIRED DOCUMENTS AND THUMB DRIVE WILL RESULT IN DISQUALIFICATION FROM THE RFP PROCESS.**

DOCUMENTS TO BE SIGNED AND INCLUDED WITH THE PROPOSER'S RESPONSE ARE:

- | | |
|---------------------------|---------------|
| • BINDING SIGNATURE PAGE | PAGE 15 |
| • NON-COLLUSION AFFIDAVIT | PAGE 16 |
| • E-VERIFY DOCUMENTS | PAGES 17 - 18 |
| • PRICING SPREADSHEET | PAGE 19 |

TYPICAL COLLECTION SCHEDULES

2019 HHW SCHEDULE

APRIL				
Lake	6	Lake County Fairgrounds	889 Court Street	Crown Point
Lake	27	Hudson Campbell Center	455 Massachusetts	Gary
MAY				
Porter	4	Porter County Expo/Fairgrounds	215 E. Division	Valparaiso
LaPorte	18	LaPorte County Fairgrounds	2581 W. State Road 2	LaPorte
JUNE				
Lake	1	Hobart City Barns	340 South Shelby	Hobart
Lake	8	Whiting Public Works	1915 Front Street	Whiting
Porter	15	Portage High School	6450 US Hwy 6	Portage
LaPorte	22	LaPorte County Fairgrounds	2581 W. State Road 2	LaPorte
JULY				
Porter	6	Westchester Intermediate School	1050 S. 5th Avenue	Chesterton
LaPorte	13	Michigan City Marquette Mall	West Parking Lot	Michigan City
Lake	20	Munster Public Works	508 Fisher Street	Munster
Porter	27	Hebron Middle/High School Campus	509 S. Main St.	Hebron
AUGUST				
Porter	3	Portage High School	6450 US Hwy 6	Portage
LaPorte	10	Kankakee Valley REMC	8642 W. Hwy. 30	Wanatha
Lake	17	Highland Public Works	8001 Kennedy Avenue	Highland
SEPTEMBER				
Lake	14	Lake County Highway Department	18211 Wicker Avenue	Lowell
LaPorte	21	LaPorte County Fairgrounds	2581 W. State Road 2	LaPorte
OCTOBER				
Lake	5	Griffith Public Works	134 South Cofax	Griffith
Porter	12	Porter County Expo/Fairgrounds	215 E. Division	Valparaiso
LaPorte	19	Michigan City Marquette Mall	West Parking Lot	Michigan City
Lake	26	Hammond Public Works	601 Conkey Street	Hammond

BINDING SIGNATURE PAGE

_____ (NAME OF ORGANIZATION)
AGREES TO THE TERMS AND CONDITIONS OF THIS RFP DOCUMENT AND SHALL, IN GOOD FAITH, ENTER INTO AN AGREEMENT WITH THE DISTRICT FOR THE SERVICES STATED HEREIN. THE SUCCESSFUL PROPOSER FURTHER AGREES TO SIGN AND EXECUTE THE AGREEMENT WITHIN FORTY-FIVE (45) DAYS OF BEING NOTIFIED OF THE AWARD OF THIS CONTRACT.

THE PERSON SIGNING BELOW ATTESTS, UNDER PENALTY OF LAW, THEY ARE DULY AUTHORIZED BY THEIR ORGANIZATION, CORPORATION, LLC, OR OTHER AUTHORIZED BUSINESS TO SIGN AND BIND THE AFOREMENTIONED COMPANY TO THE INFORMATION SUBMITTED BY THE CONTRACTOR IN RESPONSE TO THIS RFP OR SUBSEQUENT ADDENDA.

NAME	TITLE
------	-------

DATE

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this ___ day of _____, _____

(Name of Organization)

(Title of Person Signing)

(Signature)

ACKNOWLEDGEMENT

STATE OF _____)
) ss
COUNTY OF _____)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, _____.

Notary Public Signature

My Commission Expires: _____

Date: _____

Contractor/Vendor: _____

The Contractor/Vendor stated above is enrolled, or agrees to enroll, in the E-Verify Program and will verify the work eligibility of all its newly hired employees and has executed the attached Affidavit affirming that it does not knowingly employ unauthorized aliens.

E-Verify Affidavit

As required by Indiana Code 22-5-1.7-11 for certain contracts executed after June 20, 2011 and as required by I.C. 5-22-16.5 for contracts executed after July 1, 2012

Pursuant to Indiana Code 22-5-1.7-11, the Contractor/Vendor entering into a contract with the _____ County Solid Waste Management District, hereinafter “District”, is required to enroll in and verify the work eligibility of all of its newly hired employees through the E-Verify Program. The Contractor/Vendor is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify Program if the E-Verify Program no longer exists.

The undersigned, on behalf of the Contractor/Vendor, being the first duly sworn, deposes and states that the Contractor/Vendor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the District, the undersigned Contractor/Vendor will enroll in and agrees to verify the work eligibility status of all of its newly hired employees through the E-Verify Program.

Contractor/Vendor: _____
(PRINT Name of Company, Contractor/Vendor or Consultant, indicate if d/b/a Name)

By: _____
(Signature)