

CITY OF FISHERS, INDIANA

Request for Proposals and Qualifications

**RESIDENTIAL SOLID WASTE, YARD WASTE, RECYCLING
COLLECTION AND DISPOSAL**

Issued: _____

Deadline for Proposals: _____

Residential Solid Waste, Yard Waste, Recycling Collection and Disposal

SUMMARY OF THE REQUEST FOR PROPOSALS	1
I. Executive Summary/Introduction	1
II. Procurement Process	2
III. Proposal Contents	2
IV. Proposal Evaluations	4
V. Assumption of Liability	4
NOTICE OF INTENT TO ISSUE REQUEST FOR PROPOSALS	5
NOTICE OF REQUEST FOR PROPOSALS	6
INSTRUCTIONS TO OFFERORS	8
REQUEST FOR CLARIFICATION	14
BID FORM	15
BID BOND	16
SIGNATURE AFFIDAVIT	18
AFFIDAVIT OF NON-COLLUSION	20
AFFIDAVIT OF NON-DISCRIMINATION	21
NOTICE OF AWARD	22
CONTRACT BETWEEN CITY OF FISHERS, INDIANA AND CONTRACTOR - RESIDENTIAL SOLID WASTE, YARD WASTE, RECYCLING COLLECTION AND DISPOSAL CONTRACT	24
PERFORMANCE BOND	46
PAYMENT BOND	50
NOTICE TO PROCEED	52
SPECIFICATIONS	53
A. SCOPE OF SERVICES	53
B. AREA TO BE SERVICED	53
C. DEFINITIONS	53
D. DESCRIPTION OF SERVICES	55
E. CONTRACTOR SERVICE RESPONSIBILITIES AND REQUIREMENTS	59
F. CONTRACTOR'S EQUIPMENT	62
G. CONTRACTOR'S EMPLOYEES	63
H. CONTRACTOR'S DISPOSAL SITE	63
I. CONTRACTOR SUPPORT OF CITY'S PUBLIC EDUCATION PROGRAM	64
J. CONTRACTOR, RESIDENT AND CITY SERVICE REQUIREMENTS	64
K. CONTRACTOR COMPLAINT PROCEDURE	65
L. CONTRACTOR PROVISION OF CONTAINERS	66
M. CONTRACTOR'S COLLECTION AND REPORTING DATA	67

N. CITY RESPONSIBILITIES AND REQUIREMENTS	67
O. RESIDENT RIGHTS, RESPONSIBILITIES AND REQUIREMENTS	68
P. NON-DISCRIMINATION.....	68
Q. CONTRACTOR BID, PERFORMANCE AND PAYMENT BOND REQUIRED	69
R. REVISED FORM 96	69
EXHIBIT 1 - CITY OF FISHERS MUNICIPAL BOUNDARIES	70
EXHIBIT 2 - CITY FACILITY NEEDS	71

SUMMARY OF THE REQUEST FOR PROPOSALS

I. Executive Summary/Introduction

The City of Fishers, Indiana (the “City”) is pleased to present this Request for Proposal (“RFP”) to prospective entities (the “Offeror(s)”) interested in submitting proposals and statements of qualifications (“Proposal(s)”) to provide for residential solid waste, yard waste, and recycling collection and disposal within the City (the “Services”).

Sealed Proposals in response to the City’s RFP may be received by the city at the Fishers City Services Building Attn: Jordin Alexander, 3 Municipal Drive, Fishers, IN 46038, until June 1st, 2024 @ 10 a.m., local time. The Proposal should be clearly marked "PROPOSAL ENCLOSED Residential Solid Waste, Yard Waste, Recycling Collection and Disposal" on the outside of the envelope, and as otherwise set forth in the RFP Documents.

General Services Description

In general, the Services outlined in this RFP consist of weekly pick-up of bagged, containerized and/or bundled household Solid Waste and bi-weekly (or alternatively weekly) curbside commingled Recycling from all eligible Residential Units within the geographic limits of the City and disposal. The Services may also include weekly Yard Waste collection, and Solid Waste and Recycling collection and disposal for designated City Facilities, all as required by the RFP Documents, the Contract Between the City of Fishers, Indiana and Contractor, and the City of Fishers Residential Solid Waste, Yard Waste, Recycling Collection and Disposal Specifications (the “Specifications”). Once the City selects the contractor, the City anticipates that the City will adopt rates and charges for the Services and collect monthly fees from the Residential Units as otherwise set forth in the Contract and Specifications; however, the City is willing to consider alternative proposals for direct billing and collection by the contractor if the City determines it to be in its best interest.

Overview of Proposal/Bid Requirements

The City is using an RFP process in which Offerors will submit bids based on the Specifications and Contract as set forth in the RFP Documents (the “Bid(s)”), along with additional information concerning the Offeror’s qualifications and plan for the Services. The Bid will constitute an offer from the Offeror to provide the Services to the Specifications under the terms of the Contract and in conformance with the RFP Documents.

In addition, Offerors may submit with their Proposal proposed alternatives, if any, to the Specifications and Contract, along with a statement of resulting change in price in the event the City determines to alter the Specifications and Contract as proposed. However, any such proposed revisions will have no impact on the Offeror’s Bid, which may be accepted by the City without any of the alternatives separately included in the Offeror’s Proposal.

Following receipt of the Proposals, the City may accept any Bid to the original Specifications and Contract and proceed with entering into the Contract with such Offeror, or may conduct discussions with Offerors, negotiate with Offerors, and/or enter into an amended contract with revised specifications that the City determines to meet the City's needs and be in the best interest of the City and its residents.

II. Procurement Process

Pursuant to Indiana Code 36-9-30-5.3, the City is authorized to solicit proposals, to conduct discussions with Offerors, to have eligible Offerors revise their proposals, and to negotiate best and final offers with responsible Offerors who submit proposals that the City determines to be reasonably susceptible of being selected for award of the Services. Prior to issuing the final RFP, the City will accept comments on the RFP for the City's consideration.

Questions regarding this RFP should be submitted in writing via email to _alexanderj@fishers.in.us. The City may, in its sole discretion, respond to submitted questions. All responses to submitted questions will be made available in written format and available to other Offerors upon request.

An approximate schedule of the procurement process is as follows:

Board of Works ("BPW") Adopts Proposed RFP	Feb 27, 2024
City Publishes Notice of Intent to Issue RFP	March 4, 2024
Deadline to Submit Comments on Proposed RFP	April 3, 2024
BPW Adopts Final RFP	April 9, 2024
City Publishes Notice of RFP	April 15, 2024
Deadline to Submit Proposals	June 1, 2024 (Due by 10:00 AM)
Negotiations With Offerors (if any)	June-July 2024
BPW Public Hearing on Contract & Resolution	July 9 or 23, 2024
Common Council Rate Ordinance & Public Hearing	Aug-Oct 2024
Services to Begin	January 1, 2025

This schedule is subject to modification at the discretion of the City.

III. Proposal Contents

Each Offeror should submit its Proposal in accordance with the Instructions to Offerors included in the RFP Documents. Proposal packets should include:

- **Cover Letter**

The Proposal should be accompanied by a cover letter that designates the Offeror's preferred contact person and office in charge (name, phone number, email address) for all correspondence through the RFP process.

- **Bid**

Each Proposal must include a completed Bid Form based on the Contract and Specifications as set forth in the final RFP documents, and must including additional materials required by the RFP Documents (e.g., Form No. 96, Bid Bond, Signature Affidavit, Non-Collusion Affidavit, and Non-Discrimination Affidavit).

- **Services Plan, Approach, and Proposal Alternatives**

Describe the Offeror's plan and approach to the Services, including a description of the project team, credentials of key project team members, and roles and responsibilities.

If the Offeror believes the City should consider changes to the Specifications or Contract, provide specific proposed changes and explain how the change, if accepted by the City, will impact the price for the Services, including the specific amount of prices to be increased or decreased based on the proposed changes.

- **Experience**

List no more than five (5) projects led by Offeror that are most representative of Offeror's performance in the delivery of services similar to this RFP. The total number of projects submitted by an Offeror shall not exceed five (5) reference projects in the aggregate for all team members.

- **Qualifications**

Include in the main narrative of the Proposal a description of the Offeror's qualifications to perform the Services in accordance with the requirements of the RFP. Provide (3) three references from past projects, including project name and contact information of the owner or owner's representative.

Provide a statement of the Offeror's financial capacity relative to the scope of the Services. State whether the Offeror or any of its team members, officers, principals, or shareholders have filed bankruptcy, voluntarily or involuntarily, or has defaulted on a loan or other financial obligation in the past ten (10) years.

List any lawsuits filed against the Offeror or its affiliates in the last 5 years, and the current status of the lawsuit or resolution. Describe any pending or contemplated litigation or conflicts of interest which are material to the Offeror's business, financial condition, or qualifications for the Services.

- **Non-Collusion Affidavit**

Each Offeror must certify that it has not participated in collusion or other anticompetitive practices in connection with the RFP process by executing and returning with its Proposal the Non-Collusion Affidavit in the form set forth in the RFP Documents.

IV. Proposal Evaluations

The City's decision to enter into a contract with an Offeror will be made primarily on the basis of the most advantageous price to the City and its residents for the most advantageous services by a qualified Offeror, and may also include consideration of Services approach, ability to provide the Services in a timely and professional manner, cost considerations, impact on the City's other services and infrastructure, and ability to deliver the City with the best value and public benefit over the life of the Services, and the best interests of the City and its residents. The City reserves the right to reject all offers and shall make a decision it believes is in the best interest of the City.

The City may investigate the qualifications of any Offeror, require confirmation of information furnished, and require additional evidence of qualifications. The City also reserves certain rights, including, but not limited to, the following: (a) Accept a Bid and proceed to Contract; (b) Reject any or all Proposals; (c) Issue subsequent RFPs; (d) Cancel the entire RFP; (e) Remedy any errors in the RFP process; (f) Appoint additional persons or committees to review qualifications and Proposals; (g) Seek the assistance of outside technical experts in evaluation; (h) Approve or disapprove of the use of particular subcontractors; (i) Establish a shortlist of eligible Offerors for discussions or negotiations after review of Proposals; (j) Negotiate with any or all Offerors; (k) Solicit best and final offers from all, some, or none of the Offerors; (l) Enter agreements with all, some, or none of the Offerors; (m) Waive informalities and irregularities in the RFP; and (n) Enter a Contract without additional discussions or negotiations. Any decision made by the City, including selection of a Proposal, shall be final and is not subject to appeal.

V. Assumption of Liability

The City and its advisors and consultants assume no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP. All such costs shall be borne solely by each Offeror.

In no event shall the City or its advisors or consultants be bound by, or be liable for, any obligations with respect to the Service until such time (if at all) a written agreement, in form and substance satisfactory to the City, has been executed and authorized by the City. It is an express condition of tender and consideration of any proposal that the Offeror release the City and all its elected and appointed officials, representatives, attorneys, accountants, consultants, engineers and employees from all causes of action, suits, claims or demands which may arise as a result of any decision made as a result of this RFP.

Any and all information made available to the Offerors is made for convenience purposes and is without representation or warranty of any kind.

NOTICE OF INTENT TO ISSUE REQUEST FOR PROPOSALS

CITY OF FISHERS, INDIANA

Residential Solid Waste, Yard Waste, Recycling Collection and Disposal

Pursuant to Indiana Code 36-9-30-5.3, notice is hereby given that the City of Fishers, Indiana (the “City”) intends to issue a Request for Proposals and Qualifications (“RFP”) for Residential Solid Waste, Yard Waste, Recycling Collection and Disposal within the City (the “Services”). In general, the proposed Services consist of weekly pick-up of bagged, containerized and/or bundled household Solid Waste, Yard Waste and bi-weekly (or alternatively weekly) curbside commingled Recycling from all eligible Residential Units within the geographic limits of the City and disposal. The Services may also include Solid Waste and Recycling collection and disposal for designated City Facilities.

Beginning on March 4, 2024, the proposed RFP may be viewed by the general public during business days, 8:30 a.m. to 4:30 p.m., at the following location:

Fishers City Services Building (Front Desk)
3 Municipal Drive
Fishers, IN 46038

The RFP may also be viewed online at <https://fishers.in.gov>. Questions regarding the RFP should be submitted in writing via email to alexanderj@fishers.in.us.

The City will further receive written comments on the proposed RFP until **April, 3, 2024 @ 10:00 a.m.**, local time, to the City of Fishers, Attn: Residential Solid Waste RFP Comments, Fishers City Hall, 3 Municipal Drive, Fishers, IN 46038, or emailed to _alexanderj@fishers.in.us. Comments may address the scope or contents of the proposed RFP. Following the completion of the comment period, the City may issue the RFP as originally proposed or as may be modified.

City of Fishers, Indiana

NOTICE OF REQUEST FOR PROPOSALS

CITY OF FISHERS, INDIANA

Residential Solid Waste, Yard Waste, Recycling Collection and Disposal

Notice is hereby given that Sealed Proposals for Residential Solid Waste, Yard Waste, Recycling Collection and Disposal (the “Services”) will be received by the City of Fishers, Indiana (the “City”), Fishers City Services Building Attn: Jordin Alexander, Fishers City Hall, 3 Municipal Drive, Fishers, IN 46038, until **June 1st, 2024 @ 10 a.m.**, local time. The Proposal should be clearly marked "PROPOSAL ENCLOSED Residential Solid Waste, Yard Waste, Recycling Collection and Disposal" on the outside of the envelope, and as otherwise set forth in the RFP Documents. The Proposals will be publicly opened at 11 a.m. on June 1, 2024, at Fishers City Services Building and then taken under advisement.

In general, the Services outlined in the RFP consist of weekly pick-up of bagged, containerized and/or bundled household Solid Waste, Yard Waste and bi-weekly (or alternatively weekly) curbside commingled Recycling from all eligible Residential Units within the geographic limits of the City and disposal. The Services may also include Solid Waste and Recycling collection and disposal for designated City Facilities, all as required by the RFP Documents, the Contract Between the City of Fishers, Indiana and Contractor, and the City of Fishers Residential Solid Waste, Yard Waste, Recycling Collection and Disposal Specifications (the “Specifications”). Copies of the RFP Documents may be examined without charge at the Fishers City Services Building, 3 Municipal Drive, (Front Desk) Fishers, Indiana 46038, or is available online at <https://fishers.in.gov>.

Proposals are required to include a Bid based on the Contract and Specifications as set forth in the RFP Documents but may also propose alternative contract terms and specifications for the Services. Any such alternative proposals should include a statement of the impact of each proposed alternative on the price. Proposals must be submitted on the forms in the RFP Documents, must contain the names of every person or company interested therein, and shall be accompanied by:

- (1) Indiana State Board of Accounts Revised Form No. 96 as required in the Instruction to Proposers, including a financial statement, a statement of experience, a proposed plan or plans for performing the Services and the equipment the Proposer has available for the performance of the Services;
- (2) Bid Bond or certified check in the amount of ten percent (10%) of the total Bid amount, including alternates with a satisfactory corporate surety or on a solvent bank. The Bid Bond or certified check shall be evidence of good faith that the successful Proposer, if the original Bid is accepted, will execute the Contract as included in the RFP Documents. The Bid Bond or certified check shall be made payable to the City.

Any Bid may be withdrawn prior to the scheduled closing time for receipt of Bids, but no Proposer shall withdraw its Bid within one hundred eight (180) days after the actual opening of the Bids.

All Bid Bonds and certified checks of unsuccessful Offerors will be returned upon selection of the successful Proposer and execution of the Contract, and provision of the required Performance and Payment Bonds.

A Performance Bond with good and sufficient surety, acceptable to the City, on the form enclosed, shall be required of the successful Proposer in an amount equal to at least one hundred percent (100%) of the Contract Sum for one (1) year, conditioned upon the faithful performance of the Contract.

The Contractor shall execute a Payment Bond to the City, approved by the City, on the form enclosed, and for the benefit of the City, in an amount equal to one hundred percent (100%) of the Contract Sum for one (1) year. The Payment Bond is binding on the Contractor, its subcontractors and material suppliers, and their successors and assigns for the payment of all indebtedness to a person for labor and services performed, material furnished, or services rendered. The Payment Bond must state that it is for the benefit of the subcontractors, laborers, material suppliers, and those performing services. The surety of the Payment Bond may not be released until one (1) year after the City's final settlement with the Contractor.

All out-of-state corporations must have a certificate of authority to do business in the State. Application forms may be obtained by contacting the Secretary of State, State of Indiana, Statehouse, Indianapolis, Indiana 46204.

At the City's discretion, to further assist in its evaluation, one or more responding Offerors may be requested to participate in discussions or negotiations. The City may accept any Bid as submitted, or alternatively may negotiate with Offerors on the scope of services, specifications, contract terms, or any other aspect of the RFP. The City reserves the right to reject and/or cancel any and all Bids or Proposals, and/or to waive any informalities. , solicitations and/or offers in whole or in part as specified in the solicitation when it is not in the best interests of the governmental body as determined by the purchasing agency in accordance with IC 5-22-18-2.

City of Fishers, Indiana

INSTRUCTIONS TO OFFERORS

1. Defined Terms. Terms used in these Instructions to Offerors, which are defined in the Specifications and shall have the meanings assigned to them in the Specifications. Certain additional terms used in these Instructions to Offerors have the meanings indicated below, which are applicable to both the singular and plural thereof.

1.1 Offeror - One who submits a Proposal directly to the City.

1.2 Successful Offeror - The Offeror to whom the City (on the basis of the City's evaluation as hereinafter provided) makes an award.

2. Copies of RFP Documents

2.1 Complete sets of the RFP Documents may be obtained as stated in the Notice of Request for Proposals.

2.2 Complete sets of RFP Documents shall be used in preparing Proposals; the City assumes no responsibility for errors from the use of incomplete RFP Documents.

2.3 The City in making copies of RFP Documents available on the above terms does so only for the purpose of obtaining Proposals and does not confer a license or grant for any other use.

3. Qualifications of Offerors. To demonstrate qualifications to perform the Services, each Proposal must include written evidence, such as financial data, previous experience, present commitments, equipment manufacturers to be used, a list of key personnel proposed for the Services along with their experience. The evaluation of the Offeror's qualifications will be based on all of the written evidence presented. Each Proposal must contain evidence of Offeror's qualification to do business in the State of Indiana or covenant to obtain such qualification prior to award of the Contract.

4. Examination of RFP Documents.

4.1 It is the responsibility of each Offeror before submitting a Proposal to:

4.1.1 Examine thoroughly the RFP Documents;

4.1.2 Visit the site to become familiar with and satisfy Offeror as to the general service and local conditions that may affect cost, progress, performance or furnishing of the Services;

4.1.3 Consider federal, state and local law and regulations that may affect cost, progress, performance or furnishing of the Services;

4.1.4 Study and carefully correlate Offeror's knowledge and observations with the RFP Documents; and

4.1.5 Promptly notify the City of all conflicts, errors, ambiguities or discrepancies, which Offeror discovers in the RFP Documents.

4.2 Before submitting a Proposal, each Offeror will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions which may affect cost, progress, performance or furnishing of the Services or which relate to any aspect of the means, methods, techniques, sequences or procedures to be employed by Offeror and safety precautions and programs incident thereto or which Offeror deems necessary to determine its Proposal for performing the Services in accordance with the time, price and other terms and conditions of the RFP Documents.

4.3 Reference is made to the Specifications for the identification of the general nature of Services that are to be performed for which a Proposal is to be submitted.

4.4 The submission of a Proposal will constitute an incontrovertible representation by Offeror that Offeror has complied with every requirement, that without exception the Proposal is premised upon performing the Services required by the RFP Documents and applying the specific means, methods, techniques, sequences or procedures (if any) that may be shown or indicated or expressly required by the RFP Documents, that Offeror has given the City written notice of all conflicts, errors, ambiguities and discrepancies that Offeror has discovered in the RFP Documents and the written resolutions thereof by the City is acceptable to Offeror, and that the RFP Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Services

5. Availability for Services. The lands upon which the Services are to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Services are identified in the RFP Documents. All additional lands and access required for temporary facilities, equipment, or storage of materials and equipment to be incorporated in the Services are to be provided by and at Contractor's cost.

6. Interpretations and Addenda

- 6.1 All questions about the meaning or intent of the RFP Documents are to be directed to the City. Interpretations or clarifications considered necessary by the City in response to such questions will be issued by written Addenda, mailed or delivered to all parties recorded by the City as having received the Bidding Documents. Questions received less than seven (7) days prior to the date for receiving of Proposals may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 6.2 Addenda may also be issued to modify the RFP Documents as deemed advisable by the City.

7. Bid Security

- 7.1 Each Proposal must be accompanied by Bid security made payable to the City in an amount stated in the Notice of Request for Proposals and in the form of a certified check or a Bid Bond (on the form attached) issued by a Surety meeting the requirements of the RFP Documents.
- 7.2 The Bid security of the successful Offeror will be retained until such Offeror has executed the Contract, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the successful Offeror fails to execute and deliver the Contract and furnish the required contract security within seven (7) days of the time specified in the Notice of Award, the City may annul the Notice of Award and the Bid security of that Offeror will be forfeited. The Bid security of other Offerors whom the City believes to have a reasonable chance of receiving the award may be retained by the City until the earlier of seven (7) days after the execution of the Contract or the time specified in the Notice of Request for Proposals, whereupon Bid security furnished by such Offerors will be returned. Bid security with Proposals which are not competitive will be returned within seven (7) days after the Proposal opening.

8. Substitute and "Or-Equal" Items. The Contract, if awarded, will be on the basis of the Services described in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to the City, application for such acceptance will not be considered by the City until after the execution of the Contract.

9. Bid Form.

- 9.1 The Bid Form is included with the RFP Documents.
- 9.2 All blanks on the Bid Form must be completed by printing in ink or by typewriter. The Bid price of each item on the form must be stated in numerals.
- 9.3 Bids must be attached to State Form 96.
- 9.4 Bids by partnerships must be executed in the partnership name and signed by the general partner, whose title must appear under the signature, and official address of the partnership must be shown below the signature.
- 9.5 All names must be typed or printed in blue ink below the signature.
- 9.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 9.7 The address and telephone number for communications regarding the Bid must be shown.
- 9.8 Evidence of authority to conduct business as an out-of-state corporation in the State of Indiana shall be provided, if necessary.
- 9.9 In all unit price items, the Offeror shall fill in the unit price for each item and in addition thereto make an extension based on the estimated quantities.

10. Submission of Proposals. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be enclosed in an opaque sealed envelope, marked with the required title marked "PROPOSAL ENCLOSED Residential Solid Waste, Yard Waste, Recycling Collection and Disposal" and name and address of Offeror and accompanied by the Bid Security and other required documents. If the Proposal is sent through the mail or other delivery system, the sealed opaque envelope shall be enclosed in a separate envelope with the notation "PROPOSAL ENCLOSED."

11. Opening of Proposals. Proposals will be opened and at the place designated in the Notice of Request for Proposals. An abstract of the amounts of the base Bids and Alternates (if any) will be made available to Offerors after the opening of Proposals.

12. Bids to Remain Subject to Acceptance. All Bids shall remain subject to acceptance for the time stated in the Notice of Request for Proposals, but the City may, in its sole discretion, release any Bid and return the Bid security prior to that date. Offerors are notified that the actual scheduled date for Service performance is anticipated to be January 1, 2025. As such, the City will not actually award the Contract until approximately October 1, 2024. Contractor agrees by submitting a Bid to hold the Bid open until November 1, 2024.

13. Award of Contract

- 13.1 The City reserves the right to reject any and all Proposals, including without limitation the right to reject any and all nonconforming, non-responsive, or conditional Bid and to reject the Bid of any Offeror if the City believes that it would not be in the best interest to make an award to that Offeror, whether because the Bid is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. The City reserves the right to waive any and all informalities and to negotiate contract terms with the successful Offeror. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of words.
- 13.2 In evaluating Proposals, the City will consider the qualifications of the Offeror, whether or not the Proposals comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Award.
- 13.3 The City may consider the qualifications and experience of suppliers, and other persons and organizations proposed for those portions of the Services as to which the identity of other persons and organizations must be submitted as provided in the RFP Documents. The City also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Services when such data is required to be submitted prior to Notice of Award.
- 13.4 The City may conduct such investigations as the City deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Offerors, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Services in accordance with the RFP Documents to the City's satisfaction within the prescribed time.
- 13.5 If the Contract is to be awarded, it will be awarded to the Offeror whose evaluation by the City indicates to the City that the award will be in the best interests of the Services. Each Offeror agrees to waive any claim it has or may have against the City, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any Proposal.
- 13.6 If the Contract is to be awarded, the City will give the successful Offeror a Notice of Award after the day of the Proposal opening.

14. Notice of Award and Award Procedure. Prior to execution of the Contract, the City will issue to the successful Offeror a Notice of Award stating that its Bid was the responsible and responsive bid and that the enclosed Contract is submitted for execution without further negotiation. If the successful Offeror finds it in accordance with the RFP Documents, it is to be returned to the City by certified mail or in person after receipt for further execution and with the

caution that a Contract will not exist until it is signed by all signatories required. Failure to execute the proper Contract and furnish the ancillary documents shall constitute reason for surrender of the Bid Bond or certified check.

15. Contract Security. The Specifications, Contract and the enclosed Performance and Payment Bond forms set forth the City's requirements as to performance and payment bonds. When the successful Offeror delivers the executed Contract to the City, it must be accompanied by the required Performance and Payment Bonds on the attached forms.

16. Signing of Contract. Contractor shall sign and deliver at least three (3) counterparts of the Contract and attached documents to the City with the required Bonds. The City shall deliver one (1) fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Specifications with appropriate identification.

17. Indiana Revised Form 96. Each Offeror shall submit State of Indiana, Revised Form 96 with and as a part of their Bid.

REQUEST FOR CLARIFICATION

RFC # _____
(To be completed by City)

Date: _____
Services: _____
City: _____
Contractor: _____

Phone #: _____

Fax #: _____

Ref. Spec. Sect. _____

Clarification Request:

_____ Response needed by: _____

Note: Any responses will be made in writing and made available to all offerors.

BID FORM

[SEE NEXT PAGE FOR FORM]

BID BOND

BIDDER / PRINCIPAL (Name and Address):

SURETY (Name and Address of Principal Place of Business):

CITY City of Fishers, Indiana

CONTRACT: Residential Solid Waste, Yard Waste, Recycling Collection and Disposal Contract:

BID

Bid Due Date:

BOND

Bond Number:

Date: (Not earlier than Bid due date):

Penal Sum (10% of Bid): _____ \$ _____

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

“Bidder”

“Surety”

Company: _____

Company: _____

Signature: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Counter-
signed: _____

The above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay City upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder’s and Surety’s liability. Recovery of such penal sum under the terms of this Bond shall be City’s sole and exclusive remedy upon default of Bidder. Surety is held and firmly bound unto City in the full and just sum equal to ten percent (10%) of the price stated in the Bid, including accepted alternates, if any, to be paid

upon demand of the City, plus interest at the maximum legal rate from date of demand and any attorneys' fees and court costs incurred by City to enforce this Bid Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required (or any extension thereof agreed to in writing by City) the executed Contract, Performance and Payment Bonds required.

3. This obligation shall be null and void if:

3.1 City accepts Bidder's Bid and Bidder delivers within the time required (or any extension thereof agreed to in writing by City) the executed Contract, Performance and Payment Bonds and other documentation required to be delivered prior to commencement of Services, or

3.2 All Bids are rejected by City.

4. Payment under this Bond will be due and payable upon default of Bidder and within ten (10) calendar days after receipt by Bidder and Surety of written notice of default from City, which notice will be given with reasonable promptness, identifying this Bond and the Bid and/or Contract and including a statement of the amount due.

5. No suit or action shall be commenced under this Bond prior to ten (10) calendar days after the notice of default required in Paragraph 4 above is provided to Bidder and Surety.

6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in Boone County, Indiana.

7. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

8. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

9. The Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and its Bid Bond shall be in no way impaired or affected by any extension of the time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

[END OF DOCUMENT]

SIGNATURE AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned notary public, appeared _____ and being duly sworn, on his/her oath says that he/she is the _____ of _____ on _____ the City of Fishers, Indiana, Residential Solid Waste, Yard Waste, Recycling Collection and Disposal, and affirmed that:

1. This Bid is submitted in good faith in the amount stated therein and will be fulfilled according to the Bidding Documents (Contract, Specification and Addendums thereto), if the Bid is accepted;
2. The statements contained in the Non-Collusion Affidavit are true;
3. The statements contained in the Non-Discrimination Affidavit are true;
4. The information contained in Part II of the Bid experience questionnaire, the plan and equipment questionnaire, the financial statement, and the affidavit, all of which are commonly referred to as the Form No. 96A, when required, is true, correct, and current.

By: _____
(Signature)

(Title)

(Printed or typed name of Company)

(Must be signed by principal of organization)

STATE OF _____)

) SS:

COUNTY OF _____)

_____ personally appeared before me, a Notary Public, in and for said County and State, this _____ day of _____, 2024, after being duly sworn upon his oath, says that the facts alleged in the foregoing affidavit are true.

My Commission Expires:

My County of Residence:

Notary Public – Signature

Notary Public – Printed Name

(S E A L)

AFFIDAVIT OF NON-COLLUSION

The Offeror, by its officers and its agents or representatives present at the time of filing the Bid, first duly sworn, on their oath say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other Offeror, or with any agent or representative of the City whereby such affiant or affiants or either of them, has paid or is to pay to such other Offeror anything of value whatever or such affiant or affiants or either of them have not, directly or indirectly, entered into any arrangement or agreement with any other Offeror or Offerors which tends to or does lessen or destroy free competition in the letting of the Contract sought for by the attached bid(s); but no inducement of any form or character other than that which appears upon the face of the Bid will be suggested, offered, paid or delivered to any person whatsoever to influence the acceptance of the Bid or awarding of the Contract, nor has this Offeror any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contract sought by this Bid.

(Name of Contractor)

Subscribed and sworn to this _____ day of _____, 20____.

Printed:_____

(S E A L)

My Commission Expires: _____, 202__.

Resident of _____ County.

[Note: The form must be signed by the same person(s) who sign(s) the Bid.]

AFFIDAVIT OF NON-DISCRIMINATION

Pursuant to Ind. Code § 5-16-6, this "Affidavit of Non-Discrimination" is hereby incorporated in and made a part of the Contract dated _____ between the City of Fishers, Indiana, and the undersigned _____ (herein called the "Contractor").

During the performance of this Contract, the Contractor agrees as follows:

1. That in the hiring of employees for the performance of Services under the Contract or any subcontract hereunder, neither the contractor nor subcontractor, nor any person acting on behalf of the contractor or subcontractor, 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/services to which the employment relates;
2. That neither the contractor, subcontractor, nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of Services under the Contract on account of race, religion, color, sex, national origin or ancestry;
3. That there may be deducted from the amount payable to the Contractor by the City, under the Contract, 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 the Contract; and
4. That the Contract may be canceled or terminated by the City, 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 Contract.

(Name of Contractor)

By: _____

Title: _____

[Must be signed by principal of organization or person executing Signature Affidavit].

Subscribed and sworn to this _____ day of _____, 2024.

(S E A L)

Printed: _____

My Commission Expires: _____

Resident of _____ County.

NOTICE OF AWARD

“ _____ ”
“ _____ ”
“ _____ ”
“ _____ ”

Services: City of Fishers, Indiana, Residential Solid Waste, Yard
Waste, Recycling Collection and Disposal.

The City has considered the Bid submitted by “ _____ ” (“ _____ ”) for the above described Services in response to the City’s Request for Proposals and Instructions to Offerors. The City has accepted the following Items of the Bid:

Additional Items, including, but not limited to:

You are notified that your Bid has been accepted for the items referenced above as provided in _____’s Residential Solid Waste, Yard Waste, Recycling Collection and Disposal Bid Form.

You are required by the Request for Proposals and Instructions to Offerors to execute “ _____ ” (“ _____ ”) copies of the attached Contract Between City of Fishers, Indiana, and Contractor (the “Contract”) and furnish the required Performance Bond, Payment Bond and Certificates of Insurance within “ _____ ” (“ _____ ”) calendar days from the date of this Notice of Award.

If you fail to execute the Contract and to furnish the required Performance Bond, Payment Bond and Certificates of Insurance within “ _____ ” (“ _____ ”) days from the date of this Notice of Award, the City will be entitled to consider all your rights arising out of the City’s acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond or certified check. The City will be entitled to any other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the City.

Dated this _____ day of _____, 2024.

CITY OF FISHERS, INDIANA

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by:

_____ this _____ day of
_____, 2024.

CONTRACT BETWEEN
CITY OF FISHERS, INDIANA

AND

“CONTRACTOR”

RESIDENTIAL SOLID WASTE, YARD WASTE, RECYCLING
COLLECTION AND DISPOSAL CONTRACT

**RESIDENTIAL SOLID WASTE, YARD WASTE, RECYCLING
COLLECTION AND DISPOSAL CONTRACT**

This Residential Solid Waste, Yard Waste, Recycling Collection and Disposal Contract (“Contract”), is made and entered into on this “___” day of “_____”, 2024, by and between the City of Fishers (“City”) and _____ (“Contractor”), a corporation duly organized under the laws of the State of _____, and being duly licensed to do business in the State of Indiana for Residential Solid Waste and Recycling Collection and Disposal. The City and Contractor agree as set forth below:

1. **The Services.** The intent of the Contract is to provide a comprehensive Solid Waste, Yard Waste collection and disposal service consisting of weekly pick-up of bagged, containerized and/or bundled household Solid Waste, Yard Waste and bi-weekly curbside commingled Recycling from all eligible Residential Units within the limits of the City. Alternatively, the services may include Solid Waste and Recycling collection and disposal for designated City Facilities. Contractor shall provide all materials, labor, tools, equipment, supplies, safety equipment, transportation and supervision necessary to perform, and shall perform, the services generally described herein, in accordance with the Contract Documents (as hereinafter defined) or reasonably inferable as necessary to produce the results intended by the Contract Documents (all hereinafter called the “Services”).

A **Supervision and Procedures.** Contractor shall supervise and direct the Services using Contractor's best skill. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures, and for the Services. Contractor shall be an independent contractor and operate as a separate entity from the City. Contractor shall be responsible to the City for the acts and omissions of Contractor's employees, subcontractors, material suppliers, laborers, equipment lessors, and all other persons performing portions of the Services.

B **Labor and Materials.** Contractor shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the Services.

C **Taxes.** Contractor shall pay all sales, consumer, use and similar taxes for the Services provided by Contractor.

D **Permits, Licenses, Fees and Notices.** Contractor shall secure and pay for all required and necessary permits, licenses, governmental fees and inspections necessary for the proper execution of the Services. Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the Services. If Contractor performs Services contrary to laws, statutes, ordinances, codes or rules and regulations, Contractor shall assume full responsibility and shall bear the attributable costs.

E **Maps or Graphic Depictions.** The City shall furnish maps or graphic depictions describing the geographical boundaries for the provision of the Service. Such materials are for informational purposes only and City shall not be liable for inaccuracies or omissions therein, nor

shall any inaccuracies or omissions in such items relieve Contractor of its responsibility to perform its Services in accordance with the Contract Documents.

F **Subcontractors.** The Contractor shall not assign any right or interest under the Contract, including the right to payment. Any attempt by the Contractor to assign any portion of the Contract shall not relieve the Contractor from any responsibility to fulfill its obligations in accordance with the provisions of the Contract Documents and shall be considered a breach of this Contract.

G **Labor Relations.** Contractor shall assure harmonious labor relations to prevent any delays, disruptions, or interference in the Services. Contractor shall prevent strikes, sympathy strikes, slowdowns, work interruptions, jurisdictional disputes or other labor disputes resulting for any reason whatsoever from the acts or failure to act of the employees of Contractor, Contractor's suppliers, or other such persons or entities. Contractor agrees that it will bind and require its suppliers and other such persons or entities to agree to all of the provisions of this paragraph. If Contractor or any of its suppliers or other such persons or entities fail to fulfill any of the covenants set forth in this paragraph, Contractor will be deemed to be in default and substantial violation of the Contract.

H **Representations.** Contractor represents and warrants the following as a material inducement to the City to execute this Contract, which representations and warranties shall survive the execution or termination of this Contract, and the final completion of the Services:

1. Contractor is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Services and perform its obligations hereunder and has sufficient experience and competence to do so;
2. Contractor has reviewed the maps or graphic depictions and is familiar with the local conditions under which the Services are to be performed and has correlated its observations with the requirements of the Contract Documents;
3. Contractor possesses the required level of experience and expertise in the business administration and performance of Services of the size, complexity and nature of the Services involving, among other things, the Services to be performed hereunder, and will perform the Services with the care, skill, and diligence of such a Contractor; and
4. Contractor represents and warrants that it has not, nor has any other member, representative, agent, or officer of the firm, company, corporation or partnership represented by the Contractor:
 - a. employed or retained any company or person to solicit or secure this Contract;
 - b. entered into or offered to enter into any combination, collusion, or agreement to receive or pay and that the Contractor has not received or paid, any fee, commission, percentage, or any other consideration, contingent

upon or resulting from the award of and the execution of this Contract, excepting such consideration and subject to the terms and conditions of the Contract.

For a breach or violation of this representation, the City shall have the right to cancel this Contract without liability and to recover any and all monies or other consideration paid hereunder.

I **The City's Right to Stop the Services.** If Contractor fails to correct or persistently fails to carry out Services in accordance with the Contract Documents, the City may order Contractor to stop the Services, or any portion thereof, until the cause for such order has been eliminated; however, the right of the City to stop the Services shall not give rise to a duty on the part of the City to exercise this right for the benefit of Contractor or any other person or entity. Contractor shall have no right of action or claim against the City for or on account of orders for Service stoppage if given in good faith and upon reasonable belief that sufficient grounds exist.

J **The City's Right to Carry Out the Services.** If Contractor defaults or neglects to carry out the Services in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from the City to commence and continue correction of such default or negligence with diligence and promptness, the City may, without prejudice to other remedies the City may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due Contractor the cost of correcting such deficiencies. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the City.

K **Warranty.** Contractor warrants to the City that the materials and equipment furnished under the Contract Documents shall be of good quality and new unless otherwise permitted by the Contract Documents, and that the Services will conform with the requirements of the Contract Documents. Services not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

L **Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City and its officers, directors, employees, agents and consultants and Residential Unit Owners from and against all claims, costs, losses and damages (including but not limited to all attorneys' fees and costs) caused by, arising out of or resulting from the performance of the Services, provided that any such claim, costs, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act or omission of Contractor, material supplier, person or organization directly or indirectly employed by any of them to perform or furnish any of the Services or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by law regardless of the negligence of any such person or entity.

In any and all claims against the City or any of its agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of Contractor, material supplier, person or organization directly or indirectly employed by any of them to perform

or furnish any of the Services, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such material supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Services and termination or completion of the Contract.

2. **Contract Documents.** The Contract Documents consist of this Contract, the Specifications identified in Exhibit A, Contractor's Bid identified in Exhibit B, and written modifications issued after execution of this Contract. The Contract Documents form the Contract for Services and represent the entire and integrated Contract between the parties hereto and supersede any and all prior negotiations, representations or Contracts, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between the City and any persons or entities other than the Contractor.

The Specifications are the written requirements for materials, equipment, systems and standards for the Services, and performance of related Services including the directions, provisions and requirements pertaining to performance of the Services. Contractor shall promptly call to the attention of the City any discrepancy or conflict in the Specifications that affects the Services. In the event of an inconsistency or conflict within the Specifications, not clarified by addendum, the better quality or greater quantity of Services shall be provided. Likewise, the Services to be undertaken by Contractor shall include all incidental services necessary for the completion of the Services even though it may not be specifically described in the Specifications.

Contractor has carefully studied and compared the Contract Documents with each other and with information furnished by the City and has reported to the City all errors, inconsistencies, or omissions. Contractor shall have no rights against the City for errors, inconsistencies, or omissions in the Contract Documents unless Contractor recognized such error, inconsistency or omission and reported it prior to the date of this Contract. Contractor warrants and represents to the City that the Specifications for the Services are suitable for the Services and guarantees the sufficiency of the Specifications for the intended purpose and agrees that it will perform the Services and complete the same to the satisfaction of the City.

3. **Contract Sum and Payment.** The City agrees to pay Contractor monthly for the provision of the Services to each Residential Unit and City Facilities for the preceding month as prescribed in Contractor's Bid Form, a portion of which is attached hereto as Exhibit B (the "Contract Sum"). Contractor agrees that its payment from the City is contingent upon the actual amounts received by the City from each Residential Unit; thus, the Contractor assumes the risk of nonpayment by the Residents, subject to City's good faith efforts to collect for the Services and enforce its collection rights against the Residents; actual receipt of payment from the Resident for Service provided to the Residential Unit shall be a condition precedent to the City's obligation to make payment to the Contractor. The Contract Sum, including authorized adjustments, is the total amount payable by the City to Contractor for performance of the Services under the Contract Documents. In determining the Contract Sum, Contractor has taken into account the level of

completeness of the Contract Documents and has exercised its best skill and efforts to make (1) appropriate judgments and inferences in connection with the requirements of the Contract Documents, and (2) all inquiries to clarify the Contract Documents as necessary to calculate and establish the Contract Sum. The Contract Sum may be changed only by Change Order.

A **Alternates / Unit Prices.** Contractor has included in the Contract Sum the alternates and unit prices described in Exhibit B hereto. Items covered by alternates and unit prices shall be supplied for such amounts and by such persons or entities as the City may direct. Unless otherwise provided in the Contract Documents: (1) materials and equipment under an alternate and unit price shall be selected promptly by the City to avoid delay in the Services; (2) alternates and unit prices shall cover the cost to Contractor of the Services provided and all required taxes; (3) Contractor's costs for labor, overhead, profit and other expenses contemplated for stated alternate and unit price amounts are included in the Contract Sum; and (4) whenever alternate and unit price Services are more than or less than alternates and unit prices, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual costs and the alternate and unit price sum specified.

B **Applications for Payment.** All payments provided herein are subject to funds as provided by the City and the laws of the State of Indiana. The City shall make payments within thirty (30) days of actual receipt of Contractor's Application for Payment for the Services. By the fifth (5th) day of the month, the Contractor shall submit a detail Application for Payment to the City for all Services rendered based on the number of Residential Units and City Facilities receiving Services the proceeding calendar month and as required by the Contract Documents. Such Application for Payment shall be supported by such data substantiating Contractor's right to payment as the City may require. If requested by the City prior to making said payment, Contractor shall submit to the City an Affidavit and Waiver of Lien, in the form and content attached, stipulating that all costs for labor and materials incurred in the previous month have been paid to laborers and suppliers. The City shall remit payment by the 5th day of the month thereafter or within thirty (30) days following actually receipt of Contractor's Application for Payment. All payments shall be based on the total number of Residential Units and City Facilities and the Residential Unit and City Facilities cost as detailed in the Bid Form (Exhibit B) submitted by the Contractor and made a part of this Contract.

C **Payment of Suppliers.** Upon receipt of a progress payment, Contractor shall pay promptly all valid bills and charges for materials, equipment, labor and other costs in connection with the Services and hold the City harmless from and against all liens and claims of liens for such materials, equipment, labor and other costs, and against all expenses and liability in connection therewith including, but not limited to, court costs and attorneys' fees.

D **Withholding of Payment.** If any claim or lien is made or filed with or against the City, or Contract proceeds by any person claiming that Contractor or any person for whom Contractor is liable has failed to make payment for labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Services, or if at any time there shall be evidence of such non-payment or of any claim or lien which is chargeable to Contractor, or if Contractor or any other person for whom Contractor is liable causes damages, or if Contractor fails to perform or is otherwise in default under any of the terms of the Contract

Documents, the City shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (1) satisfy, discharge and/or defend against such claim or lien or any action which may be brought or judgment which may be recovered thereon, (2) make good any such non-payment, damage, failure or default, and (3) compensate the City for and indemnify it against any and all losses, liability, damages, costs, and expenses, including attorneys' fees and disbursements which may be sustained or incurred in connection therewith.

If the City withholds any payment from Contractor, the City may, but shall not be obligated or required to, make direct or joint payment on behalf of Contractor for any part or all of such sums due and owing to said suppliers, equipment lessors and/or laborers for their labor, materials or equipment furnished, not to exceed the Contract Sum remaining due and owing to Contractor, and charge all such direct payments against the Contract Sum; provided, however, that nothing contained in this paragraph shall create any direct liability on the part of the City to any supplier, equipment lessor or laborer, or any direct contractual relationship.

E **Final Payment.** Final payment shall not become due until Contractor submits (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Services have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment, and (3) if required by the City, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances.

Acceptance of final payment by Contractor shall constitute a waiver of claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of final payment.

F **Interest.** Unless otherwise expressly provided in the Contract Documents, payments due to Contractor under the terms of the Contract Documents and unpaid shall bear no interest and Contractor shall be entitled to no interest, statutory or otherwise.

4. **Date of Commencement and Completion.** Contractor shall commence the Services promptly on _____ and Contractor shall provide Services until _____ subject to adjustments authorized by the City ("Contract Time"). The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined. Time limits stated in the Contract Documents are of the essence of this Contract. Contractor shall not knowingly, except by Contract or instruction of the City in writing, prematurely commence operations prior to the effective date of insurance required by paragraph 7 to be furnished by Contractor.

A **Commencement.** It is not incumbent upon the City to notify Contractor when to begin (other than the Notice to Proceed), cease or resume the Services, to give early notice of the rejection of faulty Services, nor in any way to superintend so as to relieve Contractor of responsibility or of any consequence of neglect or carelessness by Contractor or its subordinates.

B **Overtime.** If the progress of the Services are delayed by any fault or neglect or act or failure to act of Contractor or any of its officers, agents, servants or employees, then Contractor shall, in addition to all of the other obligations imposed by this Contract upon Contractor in such

cases, and at its own cost and expense, provide such overtime as may be necessary to make up for all time lost and to avoid delay in the completion of the Services. If, after written notice is given, Contractor refuses to provide overtime required to make up lost time or to avoid delay in the completion of the Services, the City may hire others to perform the Services and deduct the cost from the Contract Sum.

C **Delay.** Should the progress of the Service be delayed by any fault or neglect or act or failure to act of Contractor or any of its officers, agents, servants or employees so as to cause any additional cost, expense, liability or damage to the City, or any damages or additional costs or expenses for which the City may or shall become liable, Contractor shall and does hereby agree to compensate the City for and indemnify them against all such costs, expenses, attorneys' fees, damages and liability.

D **Excusable Delay.** If Contractor is delayed, suspended, accelerated, interfered with, or otherwise hindered (collectively referred to as "hindrance" or "hindrances") at any time in the progress, performance or completion of the Services as a result of flood, cyclone, hurricane, tornado, earthquake or other similar catastrophe, or as the result of acts of God, the public enemy, acts of the Government, or fires, epidemics, quarantine restrictions, strikes or labor disputes, freight embargoes or unusual delay in transportation, unavoidable casualties, or abnormal weather or on account of any acts or omissions of the City or others engaged by it (except as herein provided), or by their employees, agents or representatives, or by changes ordered in the Services by the City which are not required to correct problems or discrepancies in Contractor's Services, or by any other causes which Contractor could not reasonably control or circumvent, and which are not due to any fault, neglect, act or omission of Contractor, and the risks of which are not otherwise assumed by Contractor pursuant to the provisions of the Contract Documents, then the Contract Time shall, upon timely written request of Contractor, be extended by a period equivalent to the time lost by Change Order approved and signed by the City.

All claims for an extension of the Contract Time shall be based on written notice delivered to the City within twenty-four (24) hours of the commencement of the event or occurrence giving rise to the claim. Such notice must set forth (a) the cause of the Hindrance, (b) a description of the portion or portions of the Services affected, and (c) all details pertinent thereto, including supporting data and the specific number of days requested. It is a condition precedent to the consideration or validity of all claims for an extension of the Contract Time that such claims be made in writing and delivered in strict accordance with all applicable time limits; otherwise, such claims shall be waived, invalid and unenforceable.

E **No Damages for Delay.** Contractor agrees that, whether or not any Hindrances shall be the basis for an extension of the Contract Time, it shall have no claim for an increase in the Contract Sum, nor a claim for a payment or allowance of any kind for damage, loss or expense resulting from Hindrances, except for acts constituting intentional, arbitrary, and capricious interference, disruption, or delay by the City with Contractor's performance of its Services when such acts continue forty-eight (48) hours after Contractor's written notice to the City of such interference, disruption, or delay. The City's exercise of its rights under the Contract Documents, including but not limited to, its rights regarding changes in the Services, regardless of the extent or number of such changes or carrying out Contractor's Services by the City, directing overtime or

changes in the sequence of the Services, withholding payment or otherwise exercising its rights under the provisions of this Contract shall not be construed as intentional or unjustified interference with Contractor's performance of the Services.

5. **Changes in the Services.** Changes in the Services may be accomplished after execution of this Contract only by Change Order. Changes in the Services shall be performed under applicable provisions of the Contract Documents, and Contractor shall proceed promptly. A Change Order is a written instrument signed by the City and Contractor and stating agreement upon all of the following: (1) a change in the Services; (2) the amount of the adjustment in the Contract Sum, if any; and (3) the extent of the adjustment in the Contract Time, if any.

6. **Safety.** Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract Documents. Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (1) employees performing the Services and other persons who may be affected thereby; (2) the Services and materials and equipment to be incorporated therein, whether in storage, or under the care, custody or control of Contractor; and (3) other property, such as vehicles, trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities. Contractor shall erect and maintain, as required by existing conditions, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying Citys and users.

7. **Insurance and Bonds.**

A. **Insurance.** The Contractor shall purchase from and maintain from an insurance company or insurance companies lawfully authorized to do business in Indiana policies of insurance acceptable to the City, in a form and substance reasonably satisfactory to the City, which afford the coverages set forth in below. This insurance shall be written for not less than limits of liability specified herein or required by law, whichever coverage is greater, and shall include coverage for Contractor's indemnification obligations contained in this Contract. Certificates of Insurance acceptable to the City shall be given to the City prior to commencement of the Services. Each policy must be endorsed to provide that the policy will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the City. The required coverages and limits which Contractor is required to obtain are as follows:

.1 COMMERCIAL GENERAL LIABILITY

- | | | |
|----|--|----------------|
| a. | General Aggregate (including Completed Operations) | |
| | Each occurrence | \$2,000,000.00 |
| | General Aggregate | \$5,000,000.00 |
| b. | Bodily Injury & Property Damage (Combined Single Limit / | |
| | Per Occurrence) | \$2,000,000.00 |
| c. | Personal / Advertising Injury (Per Occurrence) | \$2,000,000.00 |

The Commercial General Liability Policy must be endorsed to provide that the general aggregate amount applies separately to each of Contractor's separate service agreements.

ISO Endorsement *CG2503 Per Project Endorsement* or its equivalent shall be used to satisfy this requirement.

- .2 COMMERCIAL AUTO LIABILITY (Owned, Non-Owned and Hired)
Bodily Injury & Property Damage (Per Occurrence) \$1,000,000.00
- .3 WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY
Coverage A (Worker's Compensation) - Statutory Minimum Requirements
Coverage B (Employers Liability) - \$500,000/each accident; \$500,000 Disease – each employee; \$500,000 Disease policy limit.
- .4 EXCESS LIABILITY (Umbrella Form)
Each Occurrence \$5,000,000.00

All coverage provided above shall be endorsed to include the City, as an additional insured except for the Worker's Compensation/Employer's Liability. ISO forms *CG 2010 07 04* and *CG 2037* or equivalent endorsement forms must be used on the commercial general liability policy to provide additional insured status to the City, and shall include coverage for completed operations. The policies for which the City is named as an additional insured shall provide primary and non-contributing coverage and any valid and collectible insurance carried separately by the City shall be in excess of the limits provided by such policies and shall be non-contributory. All insurance requirements and limits (other than the limit for Excess Liability) contained in this Section apply to all of Contractor's subcontractors, material suppliers, vendors and sub-subcontractors and Contractor is responsible to verify those insurance requirements and limits. The commercial general liability, automobile liability, and workman's compensation policies must be endorsed to provide a waiver of subrogation in favor of City.

B. The Contractor hereby agrees to deliver to the City, within ten (10) days of the date of the Contract and prior to bringing any equipment or personnel onto the location of the Services, certified copies of all insurance policies procured by the Contractor under or pursuant to this Section or, with consent of the City, Certificates of Insurance in form and substance satisfactory to the City evidencing the required coverages with limits not less than those specified in the Contract.

C. In no event shall any failure of the City to receive certified copies or certificates of policies required or to demand receipt of such certified copies or certificates prior to the Contractor's commencing the Services be construed as a waiver by the City of the Contractor's obligations to obtain insurance pursuant to this Section 7. The obligation to procure and maintain any insurance required by this Section 7 is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies.

D. Waiver of Subrogation. The City and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, material suppliers, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained herein or other property insurance applicable to the Services, except such rights

as they have to proceeds of such insurance held by the City as fiduciary. The City or Contractor, as appropriate, shall require of the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

A loss insured under the City's property insurance shall be adjusted by the City as fiduciary and made payable to the City as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require subcontractors to make payments to their sub-subcontractors in similar manner.

E. **Performance and Payment Bonds.** The City shall require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated or specifically required in the Contract Documents on the date of execution of the Contract. The Contractor shall furnish a Performance Bond and Labor and Material Payment Bond on the forms provided in the Bidding Document, in form and substance satisfactory to the City and, without limitation, and complying at a minimum with the following specific requirements:

- .1 Except as otherwise required by Indiana statute or law, the form and substance of such bonds shall be satisfactory to the City in the City's sole judgment. Insurance and surety companies shall be deemed acceptable to the City only if such companies have a policy holders rating of "A+", "A" or "A-", in A.M. in Standard and Poor's and a financial category not less than Class VII as shown in the latest edition of Best's Key Rating Guide in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents; provided, however, that the bond is furnished by one of the aforesaid sureties that is also listed in the Department of Treasury circular 570, volume 41, no. 132, part V (Federal Register) and is licensed in the State of Indiana and the penal sum of the bond does not extend the underwriting limitation set forth in the subject circular, unless the excess, if any, is reinsured with the approval of the City;
- .2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

8. **Default and Remedies.**

A **City Default.** Contractor may terminate this Contract if the Services are stopped for a period of thirty (30) days through no act or fault of Contractor or any of its agents or employees or any other persons performing portions of the Services under the Contractor because the City has not made payment within the time stated in the Contract Documents. If the Services

are stopped for a period of ninety (90) days under an order of any court or other public authority having jurisdiction, or as a result of any act of government such as a declaration of a national emergency making materials unavailable, through no act or fault of Contractor or its agents or employees or any other persons performing any of the Services under contract with Contractor, then Contractor may, upon seven (7) days' written notice to the City, terminate this Contract and recover from the City applicable payment for all Services executed to date. Recovery by Contractor of lost anticipated profit and other consequential damages is hereby specifically excluded.

B Termination for City's Convenience. This Contract may be terminated by the City in whole or in part without cause and for its sole convenience upon thirty (30) days' written notice to Contractor. In the event of such termination for convenience, Contractor shall be compensated for that portion of the Contract Sum earned to the date of termination, but the City shall not be liable for any additional or consequential damages. Such entitlement of Contractor shall constitute Contractor's sole and exclusive remedy and recovery, and in no event shall Contractor be entitled to recover anticipated profits and/or overhead on unperformed Services.

C Contractor Default. Contractor shall be in default of this Contract if (1) Contractor fails to perform or comply with its obligations under this Contract; (2) the City reasonably believes that Contractor is not capable of satisfactorily completing the Services; (3) Contractor becomes insolvent, is unable to meet current obligations, or seeks relief under the Bankruptcy Code or other similar law or procedure; (4) a receiver is appointed for Contractor or its property; or (5) Contractor is dissolved or otherwise ceases to exist.

If Contractor is in default, the City may, at its option, proceed with one or more of the following: (1) terminate this Contract; (2) take possession of all materials and equipment; (3) accept assignment of subcontracts, in writing; (4) finish the Services by whatever reasonable method the City may deem expedient; (5) withhold payment of all or any portion of the Contract Sum until (i) the default is cured and the Services are completed, and (ii) all costs, expenses, and damages, including supervision and any other damages incurred by the City because of default, have been determined; and/or (6) exercise any other remedy available at law or in equity. All costs, expenses, attorneys' fees and damages incurred by the City due to a default by Contractor may be deducted from the Contract Sum. Upon demand, Contractor shall pay the City the amount, if any, by which the costs, expenses, attorneys' fees and damages incurred by the City exceed the unpaid balance of the Contract Sum. Contractor shall pay the City's reasonable attorneys' fees and expenses in connection with any lawsuit or other proceeding between the City and Contractor relating to the enforcement of this Contract.

9. Miscellaneous Provisions.

A. Existing Collection Contracts. By executing this Contract, Contractor agrees to terminate its existing contract(s) for collection services, if any, within the Service limits as detailed by this Contract at no cost to the City or the Residential Unit Owner being serviced. Contractor acknowledges that this Contract is sufficient consideration for Contractor's Contract to terminate these existing contracts within the Service limits. In addition, Contractor acknowledges and understands that there may be existing contracts within the Service limits held by other providers

that may have to be phased out prior to Contractor assuming Service obligations for the entire Service area. As such, all Residential Units will be phased in as is reasonable without the City or Residential Unit Owner incurring any additional costs.

B. Governing Law. This Contract shall be governed by the laws of the State of Indiana.

C. Successors and Assigns. The Contractor respectively binds itself, its successors, assigns and legal representatives to the other party hereto in respect to covenants, Contracts and obligations contained in the Contract Documents. Contractor shall not assign this Contract without the written consent of the City. If Contractor attempts to make such an assignment without such consent, Contractor shall nevertheless remain legally responsible for all obligations under this Contract.

D. E-Verify Provisions. Contractor shall enroll in and verify the eligibility status of all newly hired employees of Contractor through the E-Verify program as outlined in I.C. § 22-5-1.7; however, Contractor shall not be required to verify the work eligibility status of all newly hired employees of Contractor through the E-Verify program if the E-Verify program no longer exists. CONTRACTOR AFFIRMS, UNDER THE PENALTIES OF PERJURY, THAT CONTRACTOR DOES NOT KNOWINGLY EMPLOY AN UNAUTHORIZED ALIEN. The Contractor will sign City's affidavit (Exhibit E) to this effect.

Contractor and its consultant(s) and subcontractor(s) may not knowingly employ or contract with an unauthorized alien; or retain an employee or contract with a person that the Contractor or its consultant or subcontractor subsequently learns is an unauthorized alien. If Contractor violates this requirement, the City shall require in writing that the Contractor remedy the violation not later than thirty (30) days after the date the City notifies the Contractor of the violation. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if the Contractor verified the work eligibility of the employee through the E-Verify program. If the Contractor fails to remedy the violation within the thirty (30) day period, the City shall terminate the Contract with Contractor for breach. However, if City determines that terminating the Contract would be detrimental to the public interest or public property, the City may allow the Contract to remain in effect until the City procures a replacement Contractor. If the City terminates the Contract, the Contractor shall be liable to the City for any and all actual damages incurred, including, but not limited to, attorneys' fees.

Contractor shall maintain in its files a certification of each of its subcontractor(s) throughout the duration of the term of this Agreement and the term of Contractor's subcontract with its subcontractor(s).

Termination of the Contract for violation of this requirement may not be considered by the Contractor or its subcontractor(s) as a breach of contract by the City.

E. Written Notice. All notices, consents and other communications (collectively, "Notices") shall be given to the City or the Contractor in writing to the addresses set forth below:

The City: City of Fishers, Indiana
Fishers City Hall
3 Municipal Drive, Room ____
Fishers, IN 46038
Attn: _____
Email: _____

The Contractor: _____

Attn: _____
Email: _____

Either party may change its address for Notices by giving written notice to the other party in accordance with this provision. Written notice shall be deemed to have been duly served if delivered in person to the individual or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail or email to the last business address known to the party giving notice.

F. Rights and Remedies. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law. No act or failure to act by the City shall constitute a waiver of a right or duty afforded them under this Contract, nor shall such action or failure to act constitute approval of or acquiescence thereunder.

G. Severability. In the event that any provision, term or other portion of the contract, or any document or item referred to in the Contract, shall be found to be invalid or unenforceable, then such provision, term or other portion shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision, term or other portion of the Contract, or any document item referred to in the Contract, shall not affect the validity or enforceability of any other provision, term or other portion of the Contract, or any document or item referred to in the Contract.

H. Waiver. A waiver by either party of any breach of any provision of the Contract Document shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. Except where otherwise provided in the Contract, no inspection, observation, payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance. Where the condition to be waived is a material part of the Contract such that a waiver would affect the essential bargains to the parties, the waiver must take the form of a contract modification as provided for elsewhere in the Contract Documents.

I. Venue. In the event it becomes necessary to litigate any term or condition of the contract, the parties shall agree that the State Circuit or Superior Courts of Hamilton County, Indiana, shall be proper venue to settle such disputes.

CITY OF FISHERS, INDIANA

CONTRACTOR

By:

By:

Scott Fadness, Mayor

Authorized Signature

Date: _____

Printed Name

Title

FID/TIN: _____

Date: _____

EXHIBIT A

SPECIFICATIONS

1. City of Fishers - Residential Solid Waste, Yard Waste, Recycling Collection and Disposal Specifications with its separate Exhibits

Exhibit 1 -	City of Fishers Scope of Service Limits
Exhibit 2 -	City Facilities for Solid Waste and Recycling Collection
Addendum 1 -	Dated “_____”
Addendum 2 -	Dated “_____”

EXHIBIT B

CONTRACTOR'S BID FORM

EXHIBIT C
AFFIDAVIT AND WAIVER OF LIENS AND CLAIMS

☐ **FINAL
FOLLOW**

☐ **PARTIAL**

☐ **PAYMENT TO**

CITY: City of Fishers

PROJECT: Residential Solid Waste, Yard
Waste, Recycling Collection and Disposal

CONTRACTOR:

CONTRACT DATE:

_____ being duly sworn states that he or she is the
_____ of CONTRACTOR, which was awarded Contract No.
_____ with the City in accordance with the Contract terms and conditions to install
and/or furnish certain materials and labor as follows: weekly pick-up of bagged, containerized
and/or bundled household Solid Waste and Yard Waste from all eligible Residential Units within
the corporate limits of the City. Such program includes bi-weekly curbside commingled Recycling
from all eligible Residential Units. In addition, the services include Solid Waste and Recycling
collection and disposal for designated City Facilities ("Services"), DOES HEREBY STATE,
WARRANT AND REPRESENT ON BEHALF OF THE CONTRACTOR the following:

PARTIAL WAIVER That the balance due from the City is the sum of (\$_____).

- ☐ Receipt of which is hereby acknowledged; or
- ☐ Payment of which has been promised as the sole consideration for this AFFIDAVIT AND
WAIVER OF LIENS AND CLAIMS and which is given to and for said amount effective
upon receipt of such payment.

FINAL WAIVER That the final balance due from the City is the sum of (\$_____).

- ☐ Receipt of which is hereby acknowledged; or
- ☐ Payment of which has been promised as the sole consideration for this AFFIDAVIT AND
WAIVER OF LIENS AND CLAIMS which is given to and for said amount effective upon
receipt of such payment.

THEREFORE, through the date hereof, Contractor waives and releases the City of all liens or
claims, including, but not limited to, claims for materials, equipment, labor, superintendence and
other services performed or furnished by Contractor and further affirms that no other party has any
claim or right to lien on account of any materials, equipment, labor, and other services performed
or furnished to or for Contractor for the Services. Contractor agrees to indemnify, defend and hold
the City harmless, including costs and attorneys' fees, from and against any and all claims or liens
for any subcontractors, materials, suppliers, equipment or labor furnished for, in connection with
or incorporated into the Services by, through or under Contractor through the date hereof. This
Affidavit and Waiver of Liens is given to induce City to pay the amount indicated above.
Contractor represents that all employees, subcontractors or materialmen have been paid or will be
paid from these funds.

That through the date hereof, all Affidavits and Waiver of Liens and Claims are true, correct and
unconditional and that there is no claim either legal or equitable to defeat the validity of said
Affidavits and Waiver of Liens and Claims. That the following are the names of all parties who
have furnished material or labor, or both, for said Services and all parties having contracts or
subcontracts for specific portions of said Services or for material used in the performance thereof

and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said Services according to Specifications:

1	2	3	4	5	6	7
CONTRACT OR	TYPE OF WORK	AMOUNT OF CONTRACT	TOTAL RETAINED	NET PREVIOUSLY PAID	NET AMOUNT THIS PAYMENT	BALANCE TO BECOME DUE
TOTAL						

AMOUNT OF ORIGINAL CONTRACT

WORK COMPLETED TO DATE

EXTRAS TO CONTRACT _____

LESS RETAINAGE _____

TOTAL CONTRACT & EXTRAS _____

NET AMOUNT EARNED _____

CREDITS TO CONTRACT _____

NET PREVIOUSLY PAID _____

ADJUSTED TOTAL CONTRACT _____

NET AMOUNT OF THIS PAYMENT _____

BALANCE TO BECOME DUE _____

This instrument has been executed as of the _____ day of _____, 202__.

CONTRACTOR:

By: _____

Name: _____

Title: _____

STATE OF INDIANA
COUNTY
OF _____

Sworn to and subscribed before me the undersigned authority on this _____ day of _____, 202__.

Notary Public, State of _____

Printed Name of Notary

[SEAL]
My Commission Expires:

EXHIBIT D
CHANGE ORDER

Change Order No. _____

Date: _____

Contract Date: _____

Services: _____

City: _____

Contractor: _____

The following changes are hereby made to the Contract:

Description of Change in Services: _____

Justification:

Original Contract Sum: \$ _____

Previous Changes to Contract Sum: \$ _____

Current Contract Sum adjusted by previous
Change Order(s): \$ _____

The Contract Sum due to this Change
Order will be (increased)(decreased) by: \$ _____

The new Contract Sum including this
Change Order will be: \$ _____

Change to Contract Time:

The Contract Time will be (increased)(decreased) by _____ calendar days.

The date for completion of all work will be _____.
(Date)

Requested by: _____
(City) (Date)

Recommended by: _____
(Consulting Engineer) (Date)

Accepted by: _____
(Contractor) (Date)

Approved by: _____
(Name and Title) (Date)

EXHIBIT E
E-VERIFY AFFIDAVIT

Pursuant to Ind. Code §22-5-1.7-11, the Contractor entering into the Contract with the City of Fishers is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program if the E-Verify Program no longer exists.

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

(Contractor): _____

By (Written Signature) _____

(Printed Name): _____

(Title): _____

Important – Notary Signature and Seal Required in the Space Below

STATE OF _____

SS: _____

COUNTY OF _____

Subscribed and sworn to before me this ____ day of _____, 20__

My commission expires: _____ (Signed): _____

Residing in _____ County, State _____

PERFORMANCE BOND

CONTRACTOR/PRINCIPAL (Name and Address):

SURETY (Name and Address of Contractor Place of Business):

CITY City of Fishers, Indiana.

CONTRACT: Contract Between City of Fishers, Indiana and Contractor-
Residential Waste, Yard Waste, Recycling, Collection and
Disposal Contract.

Date:

BOND

Bond Number:

Date: (Not earlier than Contract date):

Penal Sum (100% of Contract Sum for one (1) year): _____ \$ _____

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below,
do each cause this Performance Bond to be duly executed by an authorized officer, agent, or
representative.

“Contractor”

“Surety”

Company: _____

Company: _____

Signature: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Counter-
signed: _____

The above addresses are to be used for giving any required notice. Provide execution by any
additional parties, such as joint venturers, if necessary.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors,
administrators, successors and assigns, including interest at the maximum legal rate from date of

demand and any attorneys' fees and court costs incurred by City to enforce this instrument for the performance of the Contract, which is incorporated herein by reference.

2. If the Contractor performs the Contract, whether during the original term, and any extensions which may be granted by the City, with or without notice to the Surety, and during any period of guaranty or warranty provided therein, and if Contractor shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify, defend and save harmless the City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense, including attorneys' fees, which the City may incur in making good any default, then the Surety and the Contractor shall have no obligation under this Bond; otherwise to remain in full force and effect.

3. The Surety's obligation under this Bond shall arise after:

- 3.1 The City provides notice to the Contractor and the Surety that the City is considering declaring a Contractor Default. Such notice shall indicate whether the City is requesting a conference among the City, Contractor and Surety to discuss the Contractor's performance. If the City does not request a conference, the Surety may, within seven (7) calendar days after receipt of the City's notice, request such a conference. If the Surety timely requests a conference, the City shall attend. Unless the City agrees otherwise, any conference requested shall be held within seven (7) calendar days of the Surety's receipt of the City's notice. If the City, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an Agreement shall not waive the City's right, if any, subsequently to declare a Contractor Default;
- 3.2 The City declares a Contractor Default, terminates the Contract and notifies the Surety; and
- 3.3 The City has agreed to pay the balance of the Contract Sum in accordance with the terms of the Contract to the Surety or to a contractor selected to perform the Contract.

4. Failure on the part of the City to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations.

5. The Surety shall promptly and at the Surety's expense take one of the following actions:

- 5.1 Arrange for the Contractor, with the prior consent of the City, to perform and complete the Contract;
- 5.2 Undertake to perform and complete the Contract itself, through its agents or independent contractors; or
- 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the City for a contract for performance and completion of the Contract, arrange for a

contract to be prepared for execution by the City and a contractor selected with the City's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to the City the amount of damages, including attorneys' fees in excess of the balance of the Contract Sum incurred by the City as a result of the Contractor Default.

6. If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven (7) days after receipt of an additional written notice from the City to the Surety demanding that the Surety perform its obligations under this Bond, and the City shall be entitled to enforce any remedy available to the City.

7. If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the City shall not be greater than those of the Contractor under the Contract, and the responsibilities of the City to the Surety shall not be greater than those of the City under the Contract. Subject to the commitment by the City to pay the balance of the Contract Sum, the Surety is obligated, without duplication, for

- 7.1 The responsibilities of the Contractor for correction of defective work and completion of the Contract;
- 7.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- 7.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor or any combination of both liquidated and actual damages.

8. The Surety shall not be liable to the City or others for obligations of the Contractor that are unrelated to the Contract, and the balance of the Contract Sum shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the City or its heirs, executors, administrators, successors and assigns.

9. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

10. No suit or action shall be commenced under this Bond other than in a court of competent jurisdiction in the state and county in which the Services are to be performed that are the subject of the Contract.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

[END OF DOCUMENT]

PAYMENT BOND

CONTRACTOR / PRINCIPAL: (Name and Address):

SURETY: (Name and Address of Contractor Place of Business):

CITY: City of Fishers, Indiana

CONTRACT: Contract with City of Fishers, Indiana for Residential Solid Waste, Yard Waste, Recycling, Collection and Disposal.

Date:

BOND

Bond Number:

Date: (Not earlier than Contract date):

Penal Sum (100% of Contract Sum for one (1) year):_____ \$_____

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

“Contractor”

“Surety”

Company: _____

Company: _____

Signature: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Counter-
signed: _____

The above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference, plus interest at the maximum legal rate from date of demand and any attorneys’ fees and court costs incurred by City to enforce this instrument, subject to the following terms.

Residential Solid Waste, Yard Waste,
Recycling Collection and Disposal

City of Fishers
Payment Bond

2. If the Contractor shall promptly make payment of all sums due to Claimants, and defends, indemnifies and holds harmless the City from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment or insurance premiums furnished for use in the performance of the Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. The Surety's obligation to the City under this Bond shall arise after the City has notified the Contractor and the Surety of claims, demands, liens or suits against the City or the City's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Contract. The Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the City against a duly tendered claim, demand, lien or suit.
4. The Surety's obligations to the Claimant under this Bond shall arise after Claimant has complied with the requirements under applicable Indiana statute.
5. The City shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond, except as specified by Indiana statute.
6. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
7. No suit or action shall be commenced under this Bond other than in a court of competent jurisdiction in the state and county in which the Services are to be performed that are the subject of the Contract. No suit or action shall be commenced under this Bond other than in a court of competent jurisdiction in the state and county in which the Services are to be performed that are the subject of the Contract.
8. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Services were to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
9. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and City shall promptly furnish a copy of this Bond or shall permit a copy to be made.

[END OF DOCUMENT]

NOTICE TO PROCEED

Dated _____, 2024

TO: _____

ADDRESS: _____

SERVICES _____

CITY's CONTRACT NO.: _____

CONTRACT FOR: City of Fishers, Indiana, Residential Solid Waste, Yard Waste, Recycling
Collection and Disposal

You are notified that the Contract Time under the above Contract will commence to run on _____, 202__. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Contract the dates of completion is _____, 2024.

Before you may start Services, the Contract provides that you must deliver to the City Certificates of Insurance which you are required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any Services at the site, you must

(CITY)

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)

City of Fishers
Residential Solid Waste, Yard Waste, Recycling Collection, and Disposal
SPECIFICATIONS

A. SCOPE OF SERVICES

The Contractor is to provide a comprehensive program for Solid Waste and Yard Waste collection and disposal service consisting of weekly pick-up of containerized, bundled, and/or bagged household Solid Waste, Yard Waste, and bi-weekly (with an alternate for weekly) curbside commingled Recycling from all eligible Residential Units within the geographic limits of the City. As an alternate, the Services may also include additional Yard Waste collection during the months of March through December. In addition, as an alternate, the Services may include Solid Waste and Recycling collection and disposal from designated City Facilities. The Services are anticipated to start on or about January 1, 2025, and continue for a five (5) year period / five (5) year contract term, with an alternate for a six (6) or seven (7) year contract.

B. AREA TO BE SERVICED

The Services shall be provided to all Residential Units within the City's geographic limits as set forth in Exhibit 1 attached hereto. As of the time of the request for proposals, there are approximately Thirty-Four Thousand Six Hundred (34,600) individual Residential Units within the City's geographic limits that will be ultimately phased into the Services as existing collection contracts are phased out or terminated; however, the City does not guarantee the actual number of Residential Units the Contractor will provide Services to at any given time. The Services may alternatively include Solid Waste and Recycling collection and disposal from designated City Facilities in Exhibit 2, which will be billed directly to the City.

C. DEFINITIONS

For the purpose of the Specifications and the Contract, the following definitions apply:

1. **Alleyside:** Refers to as close as possible to the alley but not more than five (5) feet from the alley, and where a fence exists, the alleyside of the fence.
2. **Bulky Waste.** Such items include, but are not be limited to, stoves, washers, dryers, appliances, furniture, and other items with weights or volumes greater than those allowed for by approved Containers. This term also includes items that previously contained refrigerants, such as refrigerators, air conditioners, freezers, and dehumidifiers, as long as the Resident can provide the Contractor with appropriate documentation showing that the CFC's or HCFC's have been properly removed by a licensed technician.
3. **Bundles.** Rubbish or Yard Waste securely tied together forming an easily handled package not exceeding four feet (4') in length, eighteen inches (18") in diameter, nor weighing more than forty (40) pounds.
4. **Container(s).** Ninety-six (96) gallon (plus or minus five (5) gallons) or at

Resident's request sixty-four (64) gallon (plus or minus five (5) gallon) reusable container(s) with wheels used for storing Solid Waste, Yard Waste, and Recycling. Container(s) should provide sufficient strength to be picked up using mechanical means by Contractor.

5. Construction Debris. Waste including building materials resulting from construction, remodeling, repair, or demolition operations. The term does not include fluorescent light fixtures, appliances, or regulated-asbestos containing materials defined in CRF 61.

6. Curbside. Refers to that portion of the right-of-way adjacent to and within five (5) feet of paved, traveled roadways.

7. Hazardous Materials. Any waste designated as "hazardous" by the United States Environmental Protection Agency or appropriate state agency as the same is now in effect or may hereinafter be amended. This term also includes any flammable/volatile liquids.

8. Public Street. Any public street or thoroughfare dedicated to public use and controlled by the City including alleyways.

9. Overage Bags. Fifty-five (55) gallon bags separately purchased by Resident from the Contractor to place any excess Solid Waste or Yard Waste over the normal Container limit. Overage Bags loaded by Resident shall not weigh more than forty (40) pounds. Overage Bags will be supplied by Contractor which will include the additional cost of any additional Services.

10. Recycling. Recycle waste including Recycling qualified commingled items such as:

- 1) Aluminum, aluminum foil and foil pans;
- 2) Steel, empty steel paint cans, tin and bimetal cans;
- 3) Plastics (#1 through #7);
- 4) Glass containers (amber, clear, blue, and green in color);
- 5) Corrugated cardboard, paperboard, fiberboard;
- 6) Newspapers, magazines, phone books and catalogues; and
- 7) Additional items as designated by the Contractor.

11. Refuse/Garbage. Putrescible animal or vegetable waste resulting from the handling, preparation, cooking, serving or consumption of food, and including all paper, wrappings, boxes and cartons used to contain such food.

12. Resident. The individual currently occupying a Residential Unit.
13. Resident Drop-Off Program. Solid Waste, Yard Waste, Construction Debris, Bulky Waste, and Recycling delivered to designated centers and disposed of by Contractor.
14. Residential Unit. A room or series of rooms located within a building or mobile home and forming a single inhabitable unit with facilities, which are used, or are intended to be used for living, cooking, eating, and sleeping.
 - a. Single-Family Residential Unit – A residential dwelling unit separated from any other dwelling unit by open space, and designed for occupancy for one person or family.
 - b. Multi-Family Residential Unit – A building or related group of buildings not to exceed four (4) units located on the same lot, tract or parcel of real estate, with each dwelling unit being completely independent of the other.
 - c. Townhouse – Any multi-story single family residential unit sharing one or more common walls with another similar residential unit.
15. Rubbish/Trash. Nonputrescible waste consisting of matter such as cans, glass, papers, cardboard, plastics, metals, ashes, etc.
16. Solid Waste. All putrescible and nonputrescible matter, including garbage and rubbish, but excluding hazardous materials and other matter that is specifically excluded elsewhere in these Specifications.
17. City Facilities. City Facilities designated for Solid Waste and Recycling Collection as defined in Exhibit 2, which will vary in size and frequency of collection and billed to the City for the Services and rental or use of the required Containers.
18. Yard Waste. All compost type materials including trees, grass clippings, brush, leaves and Christmas trees, etc.

D. DESCRIPTION OF SERVICES

1. Solid Waste Collection Service. Collection of Solid Waste by Contractor from each qualifying Residential Unit shall occur one (1) time per week.
 - a. Containers. Each Service pickup shall consist of a maximum of two (2) Containers per Residential Unit. One (1) Container will be automatically provided by Contractor to each Residential Unit and a second Container will be furnished upon the Residents' request.
 - b. Out-of-City Residents. Residents who are out of City and will not be using the Services or water service for a minimum period of one (1) month or more will not

be charged the monthly fee for those months the Resident does not use the Services or water service. Residents shall request the suspension of Services a minimum of one (1) week prior to the City/Contractor's customer service office and specify the length of the Service suspension. City will notify the Contractor within forty-eight (48) hours of receipt of the need to suspend Services.

c. Planned Unit Developments (PUD). Collection shall be on front street curbside with the exception of those planned unit developments (PUD) Residence where alley facing garages may necessitate alley pickup.

d. Yard Waste. Yard Waste and brush may be included with the Solid Waste Container quantities. A Bundle will be considered as one (1) Container within the Container limit.

e. Declined Collections. The Contractor may decline to collect Solid Waste for a reason specified in the Specifications (i.e., not properly bagged, bundled or contained; improper placement; non-residential Solid Waste; Hazardous Waste; etc.). Where the Contractor has reason to leave Solid Waste uncollected at a Residential Unit, the Contractor shall inform the Resident by tagging uncollected Container(s). The City shall be notified in writing at the end of each working day of any denied collections and the reason for denial.

2. Recycling Collection Service.

a. Collection of Recycling from each qualifying Residential Unit shall be once every two (2) weeks, or, as an ALTERNATE, the City may elect to require Recycling one (1) time per week. The Recycling collection day shall be the same day as the Solid Waste and Yard Waste collection day.

b. Gross volume of Recycling materials collected shall be weighed daily on a local certified scale to be agreed upon by the City and the Contractor.

c. A monthly record of the amount of Recycling materials in tons and pounds shall be kept by the Contractor. This record shall be submitted to the City on a monthly basis.

d. Collection shall be curbside with the exception of those planned unit developments (PUD) and Residences where alley facing garages necessitate alley pickup.

3. Special Needs Service. For those Residential Units in which all Residents over twelve (12) years of age have special needs or are physically unable to wheel Containers to the Curbside, as verified by a licensed healthcare provider, the Contractor shall provide Solid Waste and Recycling collection service at the Residential Unit by transferring the wheeled Containers on foot from the Residential Unit (at the front door, a back door, or outside a garage) to the street or alley for collection.

4. Additional Yard Waste & Christmas Tree Collection Service (ALTERNATE).

a. Additional Bags. During the months of March, April, May, October, November, and December, each Residential Unit is also allowed up to twenty (20) bags per week of leaves and other Yard Waste in lawn bags or tied Bundles. The bags shall be furnished by the Residents at their own cost. Residents will use recyclable bags (ie. non-plastic) or bags specified by Contractor with Town's approval for environmentally friendly disposal of Yard Waste.

b. Composting. The Contractor is to make every reasonable effort to dispose of easily identifiable Yard Waste in an environmentally friendly manner (i.e. composting or chipping Christmas Trees into usable mulch).

c. Collection Schedule. The Contractor shall provide, as applicable to federal regulation standards, weekly Yard Waste collection and disposal Services. Yard Waste collection should be scheduled on the same day as Solid Waste and Recycling Collection.

d. Christmas Tree. The Contractor will be required to pick up one (1) Christmas tree per Residential Unit over and above the Container limit at no additional charge. This Service shall begin on December 26th and end on the Friday closest to January 31st of each year. Christmas Trees over 4 feet shall be cut in half for pick up.

5. Bulky Waste (ALTERNATE).

a. The Contractor shall provide Services for collection and disposal of Bulky Waste from all eligible Residential Units on an on-call basis. The Resident must give a forty-eight (48) hour advanced notice to the Contractor prior to pick-up.

b. The Contractor shall not be required to pick-up more than one (1) of such item from each Residential Unit each month. Requested pickup of Bulky Items may occur on designated day(s) by Contractor's designation.

c. The Contractor shall not be required to pick-up Bulky Waste that contain or previously contained refrigerants unless the Resident can provide the Contractor with appropriate written verification showing that the CFC's or HCFC's have been properly removed by a licensed technician.

d. The charges for Bulky Waste will be assessed to and collected from Residents based on an agreed schedule as determined by the City and Contractor and posted for Resident review.

6. Resident Drop-Off Program (ALTERNATE).

a. Contractor agrees to provide adequate accommodations for and to accept non-hazardous waste, including Solid Waste, Yard Waste, Construction Debris, Bulky Waste, and Recycling delivered to a designated Resident Drop-Off Center to be agreed to by City and Contractor. Contractor will accept Solid Waste, Yard Waste, Construction Debris, Bulky Waste, and Recycling from any Residents of the City who produces a valid driver's license establishing City residency at City approved facilities. The Resident Drop-Off Centers will be operated consistent with City rules and charges will be assessed to and collected from Residents based on an agreed schedule as determined by the City and Contractor and posted for Resident review.

b. Contractor Requirements.

- i. Contractor shall invoice or collect payment directly from Residents in accordance with the billing procedures established herein for all tonnage delivered to the Residential Drop-Off Centers by Residents and in accordance with the schedule of fees established by the City and Contractor.
- ii. Contractor shall be responsible to verify each Resident's driver's license information for each drop-off under the Residential Drop-Off Program.
- iii. Contractor shall retain the right to reject any Resident under the Resident Drop-Off Program who attempts delivery of waste outside the scope and limits of waste normally generated by residential sources or any waste delivered in a commercial vehicle larger than a pick-up truck.

c. Billing and Payment.

- i. City Portion: Contractor shall provide separate monthly invoicing to the City for operation of the Resident Drop-Off Centers and related functions based on the schedule of Services agreed to by the City and Contractor.
- ii. Resident Portion: The Contractor shall collect payment from individual Residents if City decides to have Contractor operate facilities for provision of this portion of the Services based on the accepted schedule for said Services.

7. City's Facilities Services (ALTERNATE).

a. The Contractor shall provide Recycling and Solid Waste Services to the designated City Facilities indicated in Exhibit 2.

- i. Required Service. The Contractor shall supply adequate containers to identified City Facilities, which will vary in size and frequency of collection. Such containers shall be charged to the City for the rental or use of such containers. The container size and frequency of collection listed in the attached Exhibit 2 are the recommended sizes to meet the

City's current needs. If the Contractor chooses to supply different sized containers or change the frequency of the Services, such container sizes and/or Service frequencies shall be provided for the City's pre-approval and scheduling arrangements so that all Solid Waste and Recycling is contained inside a container during approved modifications between collections.

- ii. Billing and Payment. Contractor shall provide separate invoicing to the City for City Facilities as specified in the Bid Form. The City agrees to pay Contractor separately and monthly for provision of this portion of the Services.

E. CONTRACTOR SERVICE RESPONSIBILITIES AND REQUIREMENTS

1. Solid Waste, Yard Waste, and Recycling Services. The Contractor shall provide Service for weekly collection and disposal of Solid Waste, Yard Waste, and Recycling from eligible Residential Units and City Facilities.

a. If selected by City, the Contractor shall supply all Containers required to each Residential Unit and City Facilities for the Services. Containers shall be delivered by Contractor to additional Residential Units and City Facilities as they become eligible for Services.

i. The cost for Containers shall not be paid for directly, but included as part of the total cost of the Services per Residential Unit and City Facilities.

ii. Any replacement Container(s) in excess of one (1) per Resident for the same Residential Unit and City Facilities will be billed at the Contractor's cost to the Resident and Residential Unit or City Facility.

iii. The Contractor shall maintain a record of addresses for all new and replacement Containers and shall submit the record to the City on a quarterly basis.

b. If Residents so desire, they may purchase Overage Bags to place any excess Solid Waste or Yard Waste over their normal Container and Yard Waste limit. The Contractor shall be responsible for collection of payment from the participating Residents.

i. The Contractor shall supply Overage Bags of a size no less than fifty-five (55) gallons for an agreed upon price which will include the additional cost of collection.

c. The Contractor shall supply to City Residents information relating to additional Service options that may be offered to them not covered or mentioned in these Specifications relating to Solid Waste and Yard Waste collection.

d. Except for special needs service, all collections shall be made on City owned streets or alleys where available. No collections shall be made on private property including streets or alleys unless a right of entry agreement is made between the Contractor and the property owner and is approved by the City. All collections for non-special needs service shall be made within five (5) feet of the curb or edge of the street or alley. For special needs service, the Contractor will also transfer the Containers from the outside of the Residential Unit to the street or alley.

e. The Contractor is prohibited from commingling Solid Waste, Yard Waste, or Recycling collected from ineligible residential units, commercial or other business establishments or from areas outside the City's geographic limits while providing the Services.

f. Within the Container limit, the Contractor is required to pick-up all Solid Waste, Yard Waste, and Recyclables placed in approved reusable and non-reusable Containers and additional items which are properly placed in Bundles. However, as appropriate, a single item need not be bagged, contained or place in Bundles to qualify for the Services.

2. Solid Waste, Yard Waste and Recycling does NOT require pick-up of:

a. Solid Waste exceeding the contracted limit per week excluding Overage Bags,

b. Solid Waste not in Containers or bags and not properly contained or placed in Bundles,

c. Solid Waste not appropriately placed for collection,

d. Hazardous Materials,

e. Medical Waste of any type including but not limited to medical sharps,

f. Dead animals,

g. Liquid paint, sludge, oil or other chemicals,

h. Bulky Waste containing refrigerants in which the Resident cannot provide the Contractor with appropriate documentation showing that the CFC's or HCFC's have been properly removed by a licensed technician,

i. Solid Waste, Yard Waste, or Recycling that are generated from a different location than the Residential Unit,

j. Any Solid Waste and Yard Waste that is specifically excluded by federal, state, or local laws from being disposed of in a landfill if that is the type of disposal facility being utilized,

k. Tree limbs or branches exceeding four feet (4') in length or four inches (4") in diameter, or Bundles not properly secured or exceeding maximum dimensions,

l. Construction Debris, or

m. Bulky Waste when forty-eight (48) hour prior notice is not given.

3. Contractor's Collection Routes. If necessary, the City may be divided into geographic sectors for the purpose of provision of the Services. Each geographic sector shall be scheduled to receive Services on the same day. Contractor shall submit its proposed geographic sectors with its Bid for consideration by City. The City reserves the right to review, comment on and finally approve Contractor's geographic sectors for the Services.

a. If during the course of the Contract, the Contractor wishes to change the collection schedule, the Contractor shall bear the cost and responsibility of informing the Residents of the new collection schedule. Any changes in schedules and/or routes shall not be made without the prior written approval of the City.

b. Exceptions may be made only after the City has been notified that the Contractor has reasonably determined that an exception is necessary to complete collection of an existing route due to unusual circumstances or upon the mutual Contract of the City and the Contractor.

c. Recycle Collection should be on the same day as Solid Waste collection. Yard Waste collection should be on the same day as Solid Waste collection, if the Alternate is approved. The Contractor shall immediately notify the City of any delays or deviations from a normally scheduled route.

4. Contractor's Collection Schedule

a. Hours and Days of Collection. The hours and days of Services are to be from 7:00 a.m. to 5:00 p.m. Monday through Friday. All Services shall be provided at least once per week Monday through Friday, year round to all qualifying Residential Units and City Facilities within the City's geographic limits. Recycling Collection shall be once every two (2) weeks year-round (or once per week if Alternate is selected by the City). If the Alternate is approved, additional Yard Waste Service shall be provided at least once per week, Monday through Friday, from March 15th through December 15th.

b. Holidays. The holidays listed below may be observed as a non-Services

days by the Contractor. The suspension of Services on these holidays does not relieve the Contractor of its obligation to provide Services to each Residential Unit and City Facilities at least once each week or every other week as the case may be. Whenever these holidays fall on a regularly scheduled collection day, the collection schedule for that day as well as the rest of the week may be delayed one (1) day. Under these circumstances only, Saturday collection is acceptable.

- i. New Year's Day
 - ii. 4th of July
 - iii. Thanksgiving Day
 - iv. Christmas Day
- c. Additional holidays may be granted upon Contractor request and the City's prior approval in writing.

F. CONTRACTOR'S EQUIPMENT

1. Contractor's vehicles shall be licensed in the State of Indiana and shall operate in compliance with all applicable state, federal, and municipal regulations. All vehicles and equipment shall be manufactured and maintained to conform to the American National Standards Institute's (ANSI) standards.

2. Contractor's vehicles and other equipment shall be kept in proper repair and sanitary condition.

- a. Contractor must have vehicles washed a minimum of two (2) times per week.
- b. Each vehicle shall bear as a minimum, the name and phone number of the Contractor plainly visible on both vehicle cab doors.
- c. Each vehicle shall be uniquely numbered in lettering at least seven (7) inches high. All vehicles used for recycling must have some type of signage on the vehicle stating that it is used for recycling. The signage must be clearly legible by the public.
- d. Each vehicle shall have at least one (1) broom and one (1) shovel to clean up Solid Waste that may be spilled or otherwise scattered during the process of collection.
- e. All vehicles shall be sufficiently secure so as to prevent any littering of Solid Waste and/or leaking of fluid. No vehicles shall be willfully overloaded.

3. The Contractor will be solely responsible for collecting or cleaning up any litter, fluids refuse or landscape waste which may leak, spill or blow off a vehicle due to the

vehicle operator's failure to properly monitor the load, to operate the vehicle, or due to failure of any mechanism.

4. Any use of larger vehicles may be banned if there are more than two (2) incidences of property and/or pavement damage. Collection vehicles must be enclosed and secure so as to prevent any littering. Vehicles other than properly equipped packer vehicles operating in the alley shall discharge their loads into a proper packer vehicle not less frequently than every block where alley pickup is required. Packer vehicles exceeding the gross vehicle weight limit shall use the streets in the area and receive the loads from the alley vehicles on area streets rather than in area alleys.

5. Contractor shall provide the gross weight of the alley vehicles when full and the number of axles and wheels on each vehicle with Contractor's Bid.

G. CONTRACTOR'S EMPLOYEES

1. The Contractor shall provide courteous and neat personnel for its collection crews and provide courteous and knowledgeable personnel for its customer service office(s).

a. The Contractor's collection employees working within the City shall be required to wear a uniform of some matter clearly showing that the employee is employed by the Contractor.

b. All of the Contractor's vehicle operators working within the City shall carry a valid Indiana driver's license for the class of vehicle operated. Such vehicle operators shall obey all traffic regulations, including weight and speed limits.

c. The Contractor shall prohibit its drivers and crew members from consuming any alcoholic beverages while working or using a controlled substance that negatively affects their ability to perform their duties under this Contract.

d. If the City determines that any of the Contractor's employees are unfit or unsuitable to perform the Services as a result of intoxication, drug use or by virtue of abusive or obnoxious behavior, then, upon the City's written request, the Contractor shall remove such employee from Services within the City and furnish a suitable and competent replacement employee.

H. CONTRACTOR'S DISPOSAL SITE

1. The Contractor shall furnish the City with the name and location of the waste disposal and/or recycling facility which will receive the Solid Waste, Yard Waste, and Recyclables generated under the Contract. The proposed disposal facility and recycling facility shall meet all the requirements of Federal, State, county, and local jurisdictions in which said facility is located.

a. The City reserves the right in its sole discretion to approve any change in Solid

Waste and Yard Waste disposal methods or Recycling methods regardless of the initiating party.

2. Contractor shall furnish the City with copy of a redacted contract executed by waste disposal site or recycling facility agreeing to receive all Solid Waste, Yard Waste, and/or Recycling generated under the Contract for the duration of this Contract. The requirements of this paragraph may be satisfied by Contractor's provision of a written acknowledgement from a qualified disposal/recycling center or a contract with a qualified facility with sensitive information redacted.

3. Choice of disposal site and recycling facility is made by the Contractor who will assume all fees.

4. The Contractor shall be solely responsible for compliance with all Federal, State, County, and local laws, ordinances, and regulations, as amended from time to time, governing the disposal of refuse at said facility.

I. CONTRACTOR SUPPORT OF CITY'S PUBLIC EDUCATION PROGRAM

1. The Contractor shall provide to the City an annual sum of \$5,000 to be applied towards the development, printing, and distribution of public education materials including but not limited to brochures, print and radio advertisements and public displays. Any printed material will include both the Contractor's and City's name and logo.

a. In addition to the above sum, the Contractor will pay for all printing and mailing costs for one (1) initial mailing to all Residential Units explaining the details of the Services.

b. The Contractor is expected to provide the City a speaker who can address the Residents and answer questions regarding the Services at up to three (3) educational seminars or presentations to be given each year. This speaker will be at no cost and shall be knowledgeable about the Services and trash and recycling industry. These seminars/presentations will be conducted at time(s) and location(s) to be determined by the City.

J. CONTRACTOR, RESIDENT AND CITY SERVICE REQUIREMENTS

1. Contractor's Office. The Contractor shall establish and maintain an office or other facility to which the public and City personnel may call or send inquiries or complaints and from which the general public and City personnel may receive instructions. Such office or facility shall be equipped with adequate telephone communications, local or toll free phone numbers for Residents to call in missed pickups or complaints.

2. Contractor's Staffing. Contractor's office shall have at least one (1) responsible person in charge and present during all collections hours, including Saturday following an observed holiday.

- a. The Contractor shall provide the City with at least one (1) separate telephone number which may be used by City personnel to communicate with the Contractor after regular business hours or during an emergency.

K. CONTRACTOR COMPLAINT PROCEDURE

1. The Contractor shall receive, investigate, and respond to all complaints of unsatisfactory Services within twenty-four (24) hours after the complaint is received. Any complaint initially received by the City will be directed to the Contractor's office.

- a. Any item filed as a complaint, not properly tagged or reported to the City the following day of scheduled pick up, shall be the responsibility of the Contractor to correct.

b. In the event a complaint is not resolved within twenty-four (24) hours, and where no fault can be found on the Resident's part as determined by the City, the City shall have the right to demand an explanation and/or resolution to its satisfaction, which may include a special collection of the Solid Waste, Yard Waste, or Recycling.

- i. Where the collection from a household is inadvertently missed on a day preceding a Holiday or weekend, the complaint shall be resolved and Service shall be provided on the next service day.

c. In the event the Contractor disputes a determination made by the City concerning the lack of fault of the Resident, the Contractor may appeal such determination to the City by notifying the City within twenty-four (24) hours after such determination is made. Such notification may initially be made by telephone, but must then be followed-up in writing.

d. In the event the Contractor unreasonably fails to resolve a complaint within twenty-four (24) hours after the complaint is received or the Contractor fails to resolve a complaint within twenty-four (24) hours after the City makes its final determination, the Contractor shall pay the City the sum of \$250.00 for the first complaint, and if not resolved within additional forty-eight (48) hours period, \$500.00 for the second and subsequent complaints until the complaint is resolved.

e. The Contractor shall pay to the City reimbursement for all costs incurred pertaining to correcting a complaint due to negligence on the part of the Contractor, including administrative and attorneys' fees.

f. The Contractor shall maintain a daily log of complaints received in a format approved by the City. A copy of these complaints and their resolution shall be provided to the City at the end of each month with the invoice for Services provided to City Facilities.

L. CONTRACTOR PROVISION OF CONTAINERS

1. Contractor shall provide one (1) ninety (96) gallon (plus or minus five (5) gallons) or, where requested by a Resident, one (1) sixty-four (64) gallon (plus or minus five (5) gallons) wheeled Containers (rotational molded only) for trash collection to each Residential Unit. A second Container is available to each Residential Unit upon the Resident's request for such second Container. The Contractor is also to provide one (1) ninety-six (96) gallon or, where requested by a Resident, one (1) sixty-four (64) gallon (plus or minus five (5) gallons) wheeled Container for Recycling to each Residential Unit.

a. The Containers must conform to ANSI standards and must be approved by the City. The Containers must be a City approved color and will have the name of the Contractor displayed on the side. The Contractor needs to be prepared to offer a smaller sixty-four (64) gallon wheeled Container for both Solid Waste and Recycling upon individual requests. Contractor shall provide the proposed Container company and Container specifications with its Bid.

2. The Contractor shall be responsible for providing and delivering Containers to new Residents, replacing stolen containers, replacing and/or repairing damaged or unusable Containers at no extra cost (reasonably suitable for the Services) but limited to one (1) replacement Container for each Container issued to the Resident during the Contract period.

3. The Contractor shall exercise reasonable care not to damage a reusable Container, and to replace the same in an upright position on the sidewalk, curbside, driveway, or alley out of the traveled portion of the right-of-way. Full restitution shall be made for damages by the Contractor upon proof of negligence of its actions.

a. The Contractor shall handle all Containers with reasonable care to avoid damage and spills. Where collection crews break or spill any item of waste, the crews shall immediately clean up the debris.

b. The Contractor shall not be responsible for collecting or cleaning up refuse, recycling, or landscape litter that has blown, fallen, leaked or been scattered from bags, cans, bins or other Containers through no fault of the Contractor.

4. After the initial program is implemented, the Contractor shall provide for a one-time pick-up and disposal of unneeded Resident-owned trash containers from each Residential Unit. This pick-up will be on the same day as the weekly Service and would be in addition to any weekly Container limit.

5. The Contractor shall return all empty Containers at each stop to the general location at which they were found. Empty Containers shall not be placed in the middle of driveways, in driveway aprons, or near the curb in a manner that will increase the likelihood that an empty Container will block a sidewalk or fall or roll into the street.

M. CONTRACTOR'S COLLECTION AND REPORTING DATA

1. The Contractor shall collect and report to the City the following information computed on a quarterly basis. Such reporting shall be submitted to the City by the month following the end of the calendar quarter.

- a. Number of curbside recycling collection Residential Units setting out materials; and
- b. Summary of tonnages of all Recyclable collected by material type.
- c. Tonnage of trash disposed of (or collected) by month; and
- d. Other statistics that may be required by the State of Indiana.

2. The Contractor shall submit the following summary reports on an annual basis:

- a. Summary of participation rates of Recycling;
- b. Collected material amounts of both solid waste and Recyclables;
- c. Summary of Contractors participation in public awareness and education activities;
- d. Summary of successes and problems and measures taken to resolve problems; and
- e. Those reports that may be required by the State of Indiana.

3. The Contractor shall tag and identify any Containers/Container(s) or items exceeding the contracted limit. A list of violations shall be submitted to the City on a daily basis.

4. The Contractor shall notify the City of any changes before they are made regarding company policies or personnel that directly affect this Contract.

N. CITY RESPONSIBILITIES AND REQUIREMENTS

1. The City shall pay the Contractor monthly for Services provided to Residential Units for the preceding month. By the fifth (5th) day of the month, the Contractor shall submit a detailed Application for Payment to the City for all Services rendered based on number of Residential Units receiving Services the preceding calendar month and as required by the Contract Documents. The City shall remit payment by the fifth (5th) day of the month thereafter or within thirty (30) days following actual receipt of the Contractor's Application for Payment. If any dispute arises, the undisputed amount shall be paid by the City to Contractor.

a. The total rate per Residential Unit shall be based on the Base Bid and/or Alternates as provided in Contractor's Bid in the Bid Form included in the Contract Documents.

b. Contractor agrees that its payment from the City is contingent upon only the actual amounts received by the City from each Residential Unit for the Services; thus, the Contractor assumes the risk of nonpayment by the Residents, subject to City's good faith efforts to collect for those Services and enforce its collection rights against the Residents including termination of the Services and separate water services as provided by statute. Actual receipt of payment from the Resident for Service provided to the Residential Unit shall be a condition precedent to the City's obligation to make payment to the Contractor.

2. The City shall supply the most current City geographical map possible to the Contractor for route designation and scheduling purposes.

3. The City and Contractor shall develop and mutually agree upon an initial schedule for the Services with designated daily routes indicated. This schedule shall either be a street/alley list or street/alley map indicating on which days a given location is to be collected. The map will indicate all private streets and alleys that are not to be used by the Contractor.

O. RESIDENT RIGHTS, RESPONSIBILITIES AND REQUIREMENTS

1. Location of Containers for Service. Residents shall place Containers close to the curb (or in those areas without curbs, close to the edge of the pavement), to facilitate collection by the Contractor.

2. Residents are responsible for placing Containers, and Overage Bags in the appropriate street or alley location before 7:00 a.m. on the designated collection day.

3. Resident Separate Disposal. Any Residents wanting to dispose of large quantities of non-containerized refuse, landscape waste, or construction debris shall be allowed to solicit competitive prices for such services from refuse collection contractors and select any contractor.

a. The Resident shall be solely responsible for full payment for all such services. No such private collection Contract shall effect the terms of these Services.

P. NON-DISCRIMINATION

1. The Contractor hereby assures that it will comply with all federal and Indiana civil rights laws, including, but not limited to Ind. Code § 22-9-1-10. The Contractor, by submitting a bid, certifies and agrees that if it is the successful bidder and awarded the Contract, the Contractor or any subcontractors, or any other person acting on behalf of the

Contractor shall not discriminate against any employee or applicant for employment, to be employed in the performance of a contract with the City, with respect to said employee's hire, tenure, terms, conditions, and privileges of employment or any other matters directly or indirectly related to employment because of the employee's or applicant's race, color, religion, age, gender, gender-identity, sexual orientation, handicap, disability, national origin, ancestry, or veteran or disabled veteran status. Also, in this regard, the contractor agrees that the provisions of Ind. Code § 5-16-6-1 are hereby incorporated by reference into these Specifications and Contract Documents as if they were fully set forth herein, and shall be binding upon the Contractor. Breach of this covenant may be regarded as a material breach of contract.

Q. CONTRACTOR BID, PERFORMANCE AND PAYMENT BOND REQUIRED

1. The successful bidder for the Services shall furnish the City with a corporate surety bond or an irrevocable letter of credit from an Indiana financial institution in the total amount of the Bid Price for one (1) year.
2. The corporate surety bond or irrevocable letter of credit shall be conditioned on the faithful performance of the Services in accordance with these Specifications and Contract Documents and the due payment of all lawful claims for all labor, materials, equipment, tools, fees and other items used in the performance of the Services.
3. As a condition of awarding the Contract, the successful bidder must furnish the corporate surety bond or irrevocable letter of credit at the execution of the Contract. Failure to do so within this time may be interpreted, at the discretion of the City, as failure to perform the obligations set forth in the Contract Documents.
4. The form of the Bid Bond, Payment Bond and Performance Bond are attached hereto. The same conditions shall apply to an irrevocable letter of credit as indicated in the Performance and Payment Bonds.

R. REVISED FORM 96

1. Contractor shall submit with its Bid Indiana State Board of Accounts Revised Form 96 with a financial statement, a statement of experience, the Bidder's proposed plans for performing the Services and any equipment the Bidder has available for the performance of the Services.

4710202

EXHIBIT 1
CITY OF FISHERS MUNICIPAL BOUNDARIES

EXHIBIT 2
CITY FACILITY DISPOSAL NEEDS

Property	Address	Dump Times per Week	# of Dumpsters	Size of Dumpster
Geist Waterfront Park	10811 OLIO RD, FISHERS,IN46040	3 x week	2	4yd
Holland Park Dumpster	1 ELLIPSE PKWY,FISHERS,IN46038	2 x week	1	10 yd
DPW Dumpster	10200 ELLER RD,FISHERS,IN46038	3 x week	1	10 yd
DPW Recycling Dumpster	10200 ELLER RD,FISHERS,IN46038	1 x week	1	8 yd
Ritchey Woods Dumpster	10410 HAGUE RD,FISHERS,IN46038	1 x week	1	8 yd
Ritchey Woods Recycling Dumpster	10410 HAGUE RD,FISHERS,IN46038	1 x week	1	8 yd
Olio Dumpster	14181 E 126TH ST,FISHERS,IN46038	1 x week	1	10 yd
Dog Park Dumpster	1 MUNICIPAL DRIVE FISHERS IN 46038	6 x week	6	8 yd
Launch Dumpster	12175 VISIONARY WAY,FISHERS,IN46038	1 x week	1	8 yd
Launch Recycling Dumpster	12175 VISIONARY WAY,FISHERS,IN46038	every other week	1	96 gallon
Heritage Park/AMB Dumpster	10595 ELLER RD,FISHERS,IN46038	1 x week	1	8 yd
Flat Fork Annex Dumpster	16266 CONNECTICUT AVE,FORTVILLE,IN46040	1 x week	1	8 yd
Brooks School Dumpster	11780 BROOKSCHOOL DR,FISHERS,IN46038	1 x week	1	8 yd
Brooks School Recycling Dumpster	11780 BROOKSCHOOL DR,FISHERS,IN46038	1 x week	1	8 yd
FS 97 Dumpster	15109 E 136th ST, FISHERS, IN 46037	1 x week	1	4 yd
FS 96 Dumpster	15263 E 104TH ST,FISHERS,IN46040	1 x week	1	4 yd
FS 95 Dumpster	10870 E 131ST STREET FISHERS IN 46038	1 x week	1	4 yd
FS 94 Dumpster	10701 CUMBERLAND ROAD FISHERS IN 46038	1 x week	1	4 yd
FS 93 Dumpster	10501 ALLISONVILLE ROAD FISHERS IN 46038	1 x week	1	4 yd
Cyntheanne Dumpster	12383 CYNTHEANNE RD,FISHERS,IN46038	1 x week	1	10 yd

Billericay Dumpster	12690 PROMISE RD,FISHERS,IN46038	1 x week	1	10 yd
Billericay Recycling Dumpster	12690 PROMISE RD,FISHERS,IN46038	1 x week	1	8 yd
Mudsock Dumpster	12160 PACKERS AVE,FISHERS,IN46037	1x week	1	8 yd
Fleet	7200 PYMBROKE AVE,FISHERS,IN46038	1 x week	1	10 yd
Agri Park	11171 FLORIDA RD,FISHERS,IN46040	1 x week	1	10 yd