

**RFP-14DPW-1616
REQUEST FOR PROPOSALS FOR
ORGANIC MATERIALS PROCESSING SERVICES**

**CONSOLIDATED CITY OF INDIANAPOLIS AND MARION COUNTY
CITY OF INDIANAPOLIS PURCHASING DIVISION**

200 East Washington Street, Suite 1522
Indianapolis, IN 46204

Responses Due: March 1, 2024

PUBLIC COMMENT DRAFT



TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
1. General Information.....	1
1.1. Statement of Purpose.....	1
1.2. Background.....	1
1.3. Thrive Indianapolis.....	4
2. Request for Proposals.....	5
2.1. Overview of RFP Package.....	5
2.2. Summary of Requested Services.....	5
2.3. Alternate Proposals.....	6
3. Submission Requirements.....	7
3.1. General.....	7
3.2. Questions and Clarifications.....	7
3.3. Pre-Proposal Meeting.....	7
3.4. Deadline for Submissions.....	8
4. Terms and Conditions.....	9
4.1. Premise for Source Selection.....	9
4.2. Multiple Awards.....	9
4.3. No Guaranteed Quantity.....	9
4.4. Implied Requirements.....	9
4.5. Validity of Proposal.....	9
4.6. Proposal and Presentation Costs.....	9
4.7. Post Proposal Discussions and Presentations.....	9
4.8. Agreement Negotiations.....	10
4.9. City Requests for Contractor Clarification of Submitted Proposal.....	10
4.10. Ambiguity, Conflict, or Other Errors in the RFP.....	10
4.11. City Revisions of RFP.....	11
4.12. Proposal Withdrawal and Modification.....	11
4.13. Rejection of Proposals.....	11
4.14. No Obligation to Proceed.....	11
4.15. Use, Disclosure and Confidentiality of Information.....	11
4.16. Proposals as Public Records/Requests for Confidential Treatment of Certain Information.....	12
4.17. Agreement Renewal.....	12
4.18. Purchase Orders.....	12
4.19. Subcontractors.....	13
4.20. Licenses and Permits.....	13
4.21. Use of the City's Name.....	13
4.22. Sample Agreement Terms.....	13
4.23. Contractor History.....	14
5. Format of Proposals.....	15
5.1. Minimum Proposal Contents.....	15
5.2. Cover Letter.....	15
5.3. Qualifications.....	15
5.4. Organization Plan.....	15
5.5. Operational Plan.....	15

5.6.	Emergency Operations.....	16
5.7.	Sustainability.....	16
5.8.	Contract Exceptions/Modifications.....	16
5.9.	XBE Utilization.	16
5.10.	Nepotism Compliance.	17
5.11.	Proposal Security.....	17
5.12.	Fee Proposal.....	18
5.13.	Extended Pricing.....	18
5.14.	Proposal Organization.....	18
6.	Selection Process and Schedule.....	19
6.1.	Selection Process Overview.....	19
6.2.	Proposal Evaluation Team.	19
6.3.	Evaluation Criteria.	19
6.4.	Contract Negotiations.....	19
6.5.	Contract Award and Execution.	20
6.6.	Confidential Information.	20
6.7.	Schedule.....	20

APPENDICES

- Appendix A Historical Information
- Appendix B Proposal Forms
- Appendix C Sample Agreement

RFP-14DPW-1616
CONSOLIDATED CITY OF INDIANAPOLIS AND MARION COUNTY
DEPARTMENT OF PUBLIC WORKS
City of Indianapolis Purchasing Division
200 East Washington Street, Suite 1522
Indianapolis, IN 46204

Request for Proposals for Organic Materials Processing Services

Proposals Due to the Purchasing Division: March 1, 2024 (12:00 p.m. EST)

Purchasing Division Buyer	Alison Sigman
Phone	(317) 327-4987
Email	Alison.Sigman@indy.gov
Fax:	(310) 327-4493

1. General Information.

1.1. Statement of Purpose.

The Consolidated City of Indianapolis and Marion County (hereinafter the “City”), through its Department of Public Works (DPW), seeks a qualified firm or firms to provide organic materials processing services. The minimum scope of services includes processing of leaves collected by DPW and its contracted hauling companies during an approximately four (4) week leaf-collection season each autumn. In addition, the City is requesting pricing and additional processing capacity for the processing of residential organic material (including yard waste and food scrap) if the City implements a subscription-based residential organics collection program.

Any firm (hereinafter “Contractor”) desiring to furnish a quotation for such services shall submit a proposal following the instructions and format of this Request for Proposal (RFP). The contract is offered for a ten-year initial term, effective January 1, 2026, with potentially up to two (2) five-year extension periods. Contractors may propose a longer contract duration as an alternate proposal in their response to this RFP.

1.2. Background.

The Solid Waste Division of DPW is responsible for providing waste management services for the residents of the City. Per City code¹, the Solid Waste Division is responsible for the following:

- (1) Provide collection and disposal of residential solid waste;
- (2) Provide collection and processing of recyclable materials through the curbside and roll-off recycle program;
- (3) Provide collection and disposal of dead animals;
- (4) Provide customer service response to all solid waste complaints and services requests; and
- (5) Provide other citizen services as directed, including, but not limited to, neighborhood

¹ Title 1, Chapter 261, Section 261-305.

cleanups, special event cleanup, tire disposal, downtown pedestrian solid waste collection and disposal, and solid waste roll-off collection and disposal.

These services are provided through a combination of City crews and contracted services with private waste companies (refer to Table 1).

TABLE 1. CITY OF INDIANAPOLIS SOLID WASTE PROGRAM SUMMARY		
Service Component	Service Provider	Service Parameters
Residential Waste		
Trash Collection	DPW (City crews)	Weekly in carts (121,000 households)
	Republic/Waste Mgt	Weekly in carts (152,000 households)
Bulky Waste Collection	DPW (City crews)	Monthly (2 bulk items per month)
	Republic/Waste Mgt	Two bulk items per month
Condominium Waste	Waste Management	Weekly container collection (4,200 condo units)
Citizen's Dropoff Site	Republic	Citizen drop-off facility for extra waste (Sat)
Disposal	IRRC (Covanta)	Disposal of trash materials
	South Side Landfill	Disposal of bypass materials and ash
Recycling/Diversion		
Drop-off Recycling Sites	DPW (City crews)	Operation and maintenance of 18 sites
	Republic	Hauling of roll-off containers
Recyclables Processing	Republic	Processing of drop-off recyclables
Curbside Recycling	Republic/Waste Mgt	Subscription recycling (33,000 households)
Toxdrop	US Ecology	Household hazardous waste collection
Electronic Waste	Recycle Force	E-scrap collection and disposal
Composting		
Fall Leaf Collection	DPW (City crews)	8-week collection period in fall
	Republic/Waste Mgt	8-week collection period in fall
Leaf Composting	South Side Landfill	Composting of leaves
Special Collections		
ADA Collection	DPW (City crews)	Trash collection to special needs households
Parks	DPW (City crews)	Trash collection to City parks
City Buildings	DPW (City crews)	Trash and recycling collection to City buildings
Downtown Collection	DPW (City crews)	Daily trash collection of pedestrian receptacles
Dead Animals	DPW (City crews)	Collection and disposal of dead animals
Neighborhood Cleanups	DPW (City crews)	Organization and operation of cleanups
Event Cleanups	DPW (City crews)	Cleanup of illegal dumps and special projects
White Goods	DPW (City crews)	Collection of Freon-containing appliances
Management		
Program management	DPW (management)	Management of DPW/contractor services

The City has eleven (11) geographical hauling districts in which single family residences² receive weekly solid waste collection services (refer to map in Appendix A). Residents place trash materials into 90-gallon wheeled carts and are allowed to set out two bulk items per month. Residential solid waste is collected Monday through Friday each week. DPW collects waste from four of these districts (approximately 121,000 households). Two private companies, Waste Management of Indiana, LLC and Republic Services of Indiana, LLC, are contracted by DPW to collect waste from the other seven districts (approximately 152,000 households). In total, approximately 273,000 households are served.

Curbside recycling in the City is currently offered on an individual homeowner subscription basis by Waste Management (District 1) and Republic Services (all other Districts) pursuant to their residential collection contracts with the City. Approximately 33,000 households participate in the subscription program.

DPW and its contracted haulers currently provide separate collection of leaves during an approximately four (4) week period in autumn (typically in November). Historical quantities of leaves are provided in Appendix A. During the period 2017 to 2022, fall leaf collections averaged 4,434 tons per year and ranged from 3,665 tons (2022) to 4,895 tons (2018).

DPW contracts with South Side Landfill, Inc. to compost the leaves. Pursuant to that agreement, the tip fee paid by the City in 2024 is \$33.70 per ton of leaves. The material may be delivered in paper bags, plastic bags or as loose material. The existing compost contract expires December 31, 2024 unless extended until December 31, 2025.

The City adopted a sustainability plan in 2019 (see Section 1.3), which identifies a goal of offering subscription-based curbside organics collection to all homes in the City. Consistent with that goal, DPW in conjunction with the City's Office of Sustainability (OOS) commissioned a waste minimization study in 2021/2022 to evaluate the factors impacting curbside organics collection. Under the contemplated subscription program, homes would individually decide whether to participate (similar to the existing curbside recycling service) and would pay an additional fee for the service. Participating homes would be able to place yard waste and food scrap materials into curbside containers for separate collection.

As of the date of this RFP, the City is exploring the feasibility of implementing subscription-based curbside organics collection. That decision may be impacted by the results of this RFP process. To assist the City with its continued evaluation of curbside organics collection, this RFP requests pricing and capacity for an expanded quantity of organic material (estimated at approximately 4,000 tons per year) that the waste minimization study estimated would be collected under a subscription organics program. Note that the additional material would consist of yard waste and food scrap and, in contrast to the fall leaf program, would be collected over a longer season (April through November or year-round). The incremental 4,000 tons would be in addition to the leaf tonnage collected during the fall.

² Defined as households in structures of 1 to 4 units.

1.3. Thrive Indianapolis.

In 2019, the City adopted the Indianapolis Thrive Plan, the City's first-ever sustainability and resiliency action plan, which established the following waste and recycling goals:

- Develop waste minimization strategies for all large-scale, public events by 2022.
- Through the Thriving Schools Challenge, promote and support programs that reduce waste in schools by 2022.
- Educate the public on single-use plastics and the direct impacts these types of products have on our natural resources.
- Support businesses that divert waste by providing new life for used products.
- Provide universal residential curbside recycling to all Indianapolis residents by 2025.
- Offer subscription curbside composting to all Indianapolis residents by 2025.
- Analyze construction and demolition waste generated and propose reduction and diversion measures by 2022.
- Provide multi-lingual, multi-format recycling and composting educational materials at the local energy resource centers and resilience hubs.

Waste minimization and recycling are key tenets of the Thrive Indianapolis Plan. While the above goals were designed to be tangible in nature, two (2) key objectives are defined for this topic:

- (1) Support a "reduce first" approach to waste, and actively promote waste minimization policies, programs, and events.
- (2) Increase the community-wide waste diversion rate by 40% by 2030.

Contractors responding to this RFP for Processing of Organic Materials are encouraged to submit proposals that would facilitate adoption of subscription curbside organics collection in the City.

2. Request for Proposals.

2.1. Overview of RFP Package.

The RFP provides essential information to Vendors, including:

- (1) Background information on the City's solid waste system (Section 1)
- (2) An overview of the RFP and requested scope of services (this Section 2)
- (3) Instructions for properly preparing and submitting proposals (Section 3)
- (4) Terms and conditions (Section 4)
- (5) Required organization and information content of proposals (Section 5)
- (6) Evaluation criteria (Section 6)
- (7) Historical information (Appendix A)
- (8) Proposal forms (Appendix B)
- (9) Sample Agreement for organics processing services (Appendix C).

Contractors are required to be familiar with all sections of the RFP prior to submitting a proposal.

2.2. Summary of Requested Services.

The City desires to secure organics processing services to meet the needs of the City including processing of leaves collected during the fall leaf collection program and, potentially, processing of additional organic materials (yard waste and food scrap) from implementation of subscription-based curbside organics collection throughout the City. A summary scope of services is provided below. This summary is intended to assist Contractors to understand the general services requested by the City but is not a complete summary of all the terms and conditions of the draft contract attached to the RFP. All Contractors are required to examine the draft agreement prior to submitting a proposal.

- Contractor shall furnish all personnel, materials, equipment and facilities necessary for providing the required organic material processing services, including receiving, transloading (if proposed), sorting, processing, composting, storing, marketing, and transporting all organic materials delivered by the City or its contracted haulers. In addition, after processing of organic materials, Contractor shall dispose of all residual contaminants (i.e., non-compostable materials) at a permitted solid waste facility.
- Contractor may provide a transload facility or transfer station to initially receive and consolidate organic materials from collection vehicles into larger transfer loads for transport to the ultimate composting facility.
- Contractor shall operate its facility(ies) in accordance with all applicable local, state, and federal rules, regulations, ordinances and guidelines. Contractor shall be responsible for obtaining any and all registrations and/or permits that may be required.
- Contractor shall accept organic materials from the City and its contracted haulers Monday through Friday and on Saturday during hours as agreed upon by the City and Contractor.

- Contractor's facility(ies) shall be equipped with scales to weigh incoming organic materials delivered by the City and its contracted collection haulers.
- Contractor shall be paid a per ton tip fee for processing organic materials delivered by the City or the City's contracted haulers. The processing fee shall be inclusive of all the Contractor's costs of providing the processing services.
- Contractor shall invoice the City on a monthly basis using a format prescribed by the City.
- Contractor shall maintain an information system capable of recording all transactions in connection with the provision of organic material processing services, including the weight of organic materials delivered to the Contractor's facility(ies), the name of the hauler delivering the organic materials, and the applicable truck number or vehicle license identification. Contractor shall submit weekly reports to the City documenting the information.
- Contractor shall identify all end-uses for finished compost.

The City will not guarantee the delivery of a minimum tonnage of organic materials or the quality of organic materials that are delivered.

2.3. Alternate Proposals.

The scope of services described in the RFP (including the draft contract for organic materials processing services in Appendix C) represent the minimum services and contract terms desired by the City. Contractors may submit alternate proposals, provided that the alternate proposal meets or exceeds the requirements specified in the RFP and provided that the Contractor provides a complete description of the alternate being proposed.

3. Submission Requirements.

3.1. General.

Contractors submitting proposals are required to fully study this Request for Proposals, including the draft contract for organics materials processing services (Appendix C). All proposals are to be typed, utilizing the forms provided in Appendix B as necessary. All blank spaces on the proposal forms must be filled in as applicable. A proposal acknowledgement form is included in Appendix B and must be signed by a representative of the Contractor that is authorized by the company to submit a binding proposal.

3.2. Questions and Clarifications.

Questions pertaining to this RFP should be directed in writing via email to Alison Sigman, Buyer, Purchasing Division at Alison.Sigman@indy.gov by 12:00 p.m. EST on February 5, 2024.

Questions received and answers to those questions will be posted online as an addendum to the RFP at the following web address: <https://www.indy.gov/workflow/find-bid-opportunities>.

Depending on the volume and complexity of questions, the addendum will be posted on or about February 12, 2024.

The Buyer is the only individual authorized to represent the agencies and personnel of the City with regard to this RFP. **All questions or inquiries concerning this RFP shall be directed to and through the Buyer.** Contractors are strictly prohibited from communicating with any other City representative, Departments or Agencies after the release of this RFP and prior to establishment of a contract. Evidence of such communications may be grounds for rejection of the offending party's submitted proposal. This prohibition does not restrict current contractors from communicating with department personnel about the provision of on-going services and goods. The City shall be the sole judge of violations of such matters. The City reserves the right to replace the Buyer at any time during the RFP process should the need arise.

Contractors submitting a proposal must check the website <https://www.indy.gov/workflow/find-bid-opportunities> daily for addenda and updates after the release date. The City will not send addenda or updates directly to Contractors. Contractor should print out, sign, and return addenda acknowledgement(s) in the appropriate response section of the RFP proposal. **Failure to sign and return the addenda may cause a proposal to be determined as non-responsive for review purposes.**

3.3. Pre-Proposal Meeting.

A pre-proposal meeting with prospective Contractors shall be conducted on January 29, 2024 at **3:00 p.m. EST**. The meeting will be held in-person, and Contractors will also be able to remotely participate in the meeting via Microsoft Teams. The local address of the pre-proposal meeting will be provided via addendum to this RFP.

The purpose of the pre-proposal meeting will be to review the RFP and the organics processing services requested by the City. Contractors interested in responding to the RFP are strongly encouraged to attend the pre-proposal meeting.

3.4. Deadline for Submissions.

Contractors shall submit one (1) paper copy and one (1) electronic copy (in .pdf format on flash drive) of their proposals to the Purchasing Division no later than March 1, 2024 **at 12:00 p.m. EST.**

All proposals shall be delivered in a sealed package to the following address:

Proposal for Organics Processing Services
Attention: Alison Sigman
Purchasing Division, City of Indianapolis
1522 City-County Building
200 E. Washington Street
Indianapolis, IN 46204

Proposals received prior to the deadline for submissions will be securely kept, unopened. No responsibility shall be attached to the City or DPW for the premature or non-opening of a proposal not properly addressed and identified.

Proposals arriving after the above specified time, whether sent by mail, courier, or in person, shall not be accepted. These proposals will either be refused or returned unopened.

It is the Contractor's responsibility for timely delivery regardless of the method used. Mailed proposals which are delivered after the specified time will not be accepted regardless of the postmarked date or time on the envelope.

4. Terms and Conditions.

4.1. Premise for Source Selection.

The RFP process and selection shall be made in accordance with applicable sections of Public Purchasing Law as set forth in Article 22 of Title 5 of the Indiana Code (IC 5-22) and duties of the City Controller and Purchasing Division as set forth in Section 202-202 to 202-204 of the Revised Code of the Consolidated City Indianapolis/Marion County.

4.2. Multiple Awards.

The City may award an agreement to a single Contractor; however, at its option, it may award agreements to more than one Contractor if deemed to be in the best interest of the City.

4.3. No Guaranteed Quantity.

The City does not guarantee the minimum or maximum amount of services/goods to be purchased under this RFP. The quantity in the scope of services is estimated based on the City's potential need or history and the desire for services. The City may purchase more or less services/goods than the amounts indicated in the RFP.

4.4. Implied Requirements.

Products or services not specifically addressed in the RFP, but necessary to provide functional capabilities requested by the City, must be described and included in the proposal.

4.5. Validity of Proposal.

Contractors must hold their proposals open and pricing firm for one hundred eighty (180) calendar days from the proposal submission deadline. Any proposal accepted by the City for the purpose of agreement negotiations shall remain valid until superseded by an executed agreement or until rejected by the City.

4.6. Proposal and Presentation Costs.

By submitting a proposal to this RFP or participating in the process, each Contractor agrees that all of its related expenses are its sole responsibility, and that the City will not be responsible for any costs whatsoever incurred by the Contractors in connection with or resulting from the RFP process, including but not limited to, costs for preparation/submission of proposals, travel and per diem, attending interviews, providing presentations or demonstrations, and participating in agreement negotiation sessions.

4.7. Post Proposal Discussions and Presentations.

After the Proposal Due Date, the City may conduct discussions with representatives of one or more Contractors submitting proposals for the purpose of obtaining clarification of a Contractor proposal and/or to assure full understanding of the solicitation

requirements. As part of this process, the City may require Contractors to provide one or more formal presentations to City officials to further explain or clarify the proposal. Any presentation will be at a time and place to be determined by City staff. The Contractor(s) will be notified in advance of the specifics if such a presentation is required. The commencement of discussions, the scheduling of presentations or the order of presentations does not signify a commitment by the City to execute an agreement or to continue discussions with the Contractor(s).

Contractor(s) selected for post-proposal presentations should be prepared to provide a substantive presentation of the services and personnel to be offered with the submitted proposal. Presentations should address the fundamental needs outlined in the RFP, specifically discussing services to be provided and limitations of the proposal. Contractors should be prepared to answer technical and substantive questions regarding the services. Contractor(s) should discuss the limits to which the Contractor(s) are willing to go in order to accomplish the mission of the RFP.

4.8. Agreement Negotiations.

The City will use the requirements set forth in the RFP as the basis for proposal evaluations. The City may identify one or more responsive and responsible Contractor proposals deemed most advantageous to the City and may enter into negotiations with the Contractor(s). If at any time the negotiations are judged to be ineffective, the City may cease all activities with a Contractor and begin/continue agreement negotiation and preparation activities with another Contractor. The process may continue until an agreement is executed. As a part of this process, the City may obtain best and final offers from all Contractors judged to be finalists. The City reserves the right to cease all agreement negotiation activities at any time and reject all proposals if such action is determined to be in the best interest of the City. In addition, the City reserves the right to NOT negotiate any exceptions to its standard language that have not been listed in RFP Exception Sheet. Any exceptions brought up during the negotiations process that are NOT listed on the Exception sheet may not be entertained and may be cause for the City to end negotiations with that Contractor and begin negotiations with another Contractor.

4.9. City Requests for Contractor Clarification of Submitted Proposal.

Prior to agreement negotiation sessions, if City requests clarification of a Contractor's proposal, then the proposal should only be clarified and not modified by the Contractor's response.

4.10. Ambiguity, Conflict, or Other Errors in the RFP.

If a Contractor finds conflicts, errors, discrepancies or ambiguities in the RFP or any sample form, or if the Contractor is in doubt as to the intended meaning of any portion or provision therein, the Contractor shall at once give written notice thereof to the Buyer, at least seven (7) consecutive calendar days prior to the Proposal Due Date. No Contractor shall be allowed any extra compensation or time extension by reason of any conflict, error, discrepancy, or ambiguity of which the Contractor had actual knowledge or reasonably shall have known, and which Contractor failed to report within the period and in the manner required herein.

Contractors will not be allowed to change or alter their proposals after the deadline for proposal submission. However, the City reserves the right to correct obvious errors such as mathematical errors in extended pricing (not unit pricing). This type of correction may only be allowed for obvious errors such as arithmetic, typographical, or transposition errors. Any such corrections must be approved by the Purchasing Division and countersigned by the Contractor. Contractors are advised to make sure that their proposals are true and correct when submitted. Contractors bearing proper authorization and identification may withdraw their proposal at any time prior to the submission deadline, revise the proposal and re-submit as long as the deadline is not breached.

4.11. City Revisions of RFP.

The City may modify this RFP at any time. If it becomes necessary for the City to revise any part of this RFP, the revision(s) will be posted in the form of an addendum on the City's Purchasing Division website <https://www.indy.gov/workflow/find-bid-opportunities>. In such an event, the submission deadline may be extended to allow Contractors the opportunity to revise their proposals accordingly.

4.12. Proposal Withdrawal and Modification.

The City may allow a Contractor's representative, bearing proper authorization and identification, to sign for, receive, and withdraw the Contractor's unopened proposal prior to the submission deadline. Contractors wishing to modify their proposal may do so by withdrawing the initial submission and then submitting a modified proposal prior to the deadline.

4.13. Rejection of Proposals.

The City reserves the right to accept or reject, in part or in whole, any and all proposals submitted. The City may reject the proposal of any Contractor determined to not be responsive and responsible in accordance with any submission requirements, statute, regulation, and/or ordinance. Failure of a Contractor to promptly supply the City with information regarding the accuracy of the proposal may result in proposal rejection.

4.14. No Obligation to Proceed.

The City is under no obligation to proceed with the proposal or any subsequent proposal and may cancel this RFP at any time without the substitution of another, if such cancellation is deemed in the best interest of the City. Furthermore, the City may reject any and all proposals, to waive any irregularities or informalities in a proposal, and to issue a new or modified RFP, if it is found to be in the best interest of the City.

4.15. Use, Disclosure and Confidentiality of Information.

This RFP, any subsequent addenda, and any other required terms will be incorporated by reference and made a part of any resulting agreement. The information supplied by a Contractor as part of a proposal will become the property of the City. Proposals will be available to interested parties in accordance with the Indiana Access to Public Records Act (IC 5-14-3). None of the proposals will be made available to the public

until after the execution of an agreement or cancellation of the RFP unless the City is required to disclose them (a) in litigation or (b) in response to a government investigation.

4.16. Proposals as Public Records/Requests for Confidential Treatment of Certain Information

Pursuant to the Indiana Access to Public Records Act (APRA) IC 5-14-3 et. al and the City Revised Code Sec. 141-105, all submitted documents, responses, proposals, and resulting contractual agreements shall be public records subject to disclosure upon request and may be posted to the City's website.

If a Contractor believes that any information in Contractor's proposal is subject to non-disclosure pursuant to IC 5-14-3-4(a), the Contractor must:

- a. request in writing that the City treat the specific information as confidential;
- b. assert in writing the proper statutory provision(s) exempting the specific proposal provisions from disclosure, such as the exemption of trade secret information under IC 5-14-3-4(a)(4) or the exemption confidential financial information of a person under IC 5-14-3-4(a)(5), and provide a brief explanation of the basis for such assertion(s);
- c. place the information for which confidential treatment is sought in a sealed envelope, labeled as "Request to Maintain as Confidential" and include in the section identified as "Additional Information" in the proposal; and
- d. to the extent that the information for which confidential treatment is sought is contained in a document that also contains non-confidential information, the Contractor shall also provide a redacted version at the time of submitting the proposal.

The Contractor(s) shall make a request for confidential treatment of certain information within the proposal before the date on which the proposals are due.

If the City does not agree that information requested for confidential treatment is in fact confidential under the APRA, the Contractor will be notified and afforded reasonable time to present additional justification prior to release of the information. The City reserves the right to make the final determination in accordance with the law. If the City, in its final determination, does not agree that the information is confidential under APRA, the Contractor will be allowed to either withdraw its proposal or proceed with the RFP process with the information in the proposal being considered disclosable. In keeping with the above, please note that "document footers or statements" suggesting that the entire proposal is "confidential or proprietary" are not acceptable and may be disregarded by the City. **Note:** Pricing information supplied in a proposal or any other part of the proposal *shall not* be considered confidential.

4.17. Agreement Renewal.

Any resulting agreement may be renewed beyond the expiration date by mutual agreement of the parties. The term of the renewal may not be longer than the term of the original agreement.

4.18. Purchase Orders.

Contractor shall furnish no services, equipment and materials or labor until a properly

executed purchase order is received from the City directing the supply of the same. **Contractor shall not be compensated or reimbursed for services performed and goods delivered prior to the full execution of a contractual agreement and the issuance of a valid purchase order.**

4.19. Subcontractors.

In the event a Prime Contractor utilizes one or more subcontractors, the prime Contractor will assume all responsibility for performance of services by the subcontractor(s). Additionally, the City must be named as a third-party beneficiary in all subcontracts. A list of all subcontractors proposed to take part in the performance of the agreement (at its outset) shall be provided to the City for approval prior to agreement execution. This request may require that sufficient financial or background information be provided.

4.20. Licenses and Permits.

The awarded Contractor(s) shall furnish the City upon request any and all documentation regarding necessary licenses, permits, certifications and/or registrations required by the laws or rules and regulations of the City of Indianapolis, Marion County, other units of local government, the State of Indiana and the United States. The Contractor certifies that it is now and will remain in good standing with such governmental agencies and that it will keep its licenses, permits, certifications and/or registrations in force during the term of the agreement.

4.21. Use of the City's Name.

Upon entering into an agreement, an awarded Contractor agrees not to use the name of the City of Indianapolis or Marion County in relation to the agreement in commercial advertising, trade literature or press releases without the prior express written approval of the City.

4.22. Sample Agreement Terms.

Contractor should review the Sample Agreement (SA) located at the end of this RFP document (Appendix C) for a complete listing of Terms and Conditions.

Additional provisions as needed or required by the City are contained in the SA and will be discussed with the Contractor(s) selected for negotiations. Contractors do NOT need to sign or submit the SA with the proposal. However, it should be fully reviewed, and any areas that need to be discussed with the City should be noted. The final agreement will include similar language to that shown in the SA and specific language pertaining to this RFP.

Note: Any proposed exceptions, revisions or other modifications to the SA or the RFP **must** be listed in detail on the RFP Exception Sheet (Appendix B). Proposed exceptions, revisions or modifications to the SA **will not be considered by the City if they are not submitted with the proposal.**

Pursuant to IC 22-5-1.7, all public contracts for services entered must contain E-Verify provisions.

4.23. Contractor History.

The Contractor must be a responsible Contractor that is both ethically and financially in good standing within the industry, as determined by the City. If the Contractor's local office has had an agreement terminated for default during the past three (3) years, this fact shall be disclosed in this section along with the Contractor's position on the matter. If the Contractor has experienced no such terminations for default in the past three (3) years, then it should so indicate.

Contractor shall be in compliance with Section 5.24 Debarment and Suspension of the Service Agreement (Appendix C). Contractor should indicate compliance in this section.

Contractor should also be aware of the City's Policy on Wage Theft and Payroll Fraud. City will not enter into an agreement with a Contractor who, as a result of this policy, has been debarred by the City of Indianapolis. In addition, any subcontractor who has been listed on the City's Debarred/Suspended Contractors list will not be allowed to participate in the resultant agreement. It is the responsibility of each Contractor to retain and properly monitor quality subcontractors on City agreements. Contractor should make an effort to perform reviews of subcontractors through the federal SAM system and through the City's Debarred/Suspended list. Both the Wage Theft and Payroll Fraud policy and a list of Debarred/Suspended Contractors may be found at <https://www.indy.gov/agency/office-of-finance-and-management-purchasing-division>.

5. Format of Proposals.

5.1. Minimum Proposal Contents.

The items discussed in this section of the RFP are considered by DPW to be the minimum requirements for proposal submittals. Contractors may offer additional information that may aid the City in its proposal evaluation.

5.2. Cover Letter.

Contractors shall submit a cover letter which commits the Contractor, if selected, to carrying out all the provision of the proposal. The cover letter shall further state that all information submitted in support of the proposal (including that which will be submitted during negotiations) is accurate and factual.

The cover letter shall provide the legal name of the proposed contracting entity and shall designate the individual(s) who will be the key business contact(s) with respect to the proposal. The name, address, telephone number and email address of the contact person(s) should be included to receive important notifications from DPW.

5.3. Qualifications.

- (a) Experience. Contractors shall submit a summary statement of qualifications that describes the Contactor's capabilities and experience in providing organic materials processing services, and in providing such services to local government agencies. Provide a list of municipal or other government agency references, including name, jurisdiction, phone number, and a description of the organic materials processing services provided under contract.
- (b) Financial Capacity. Contractors shall provide sufficient information to demonstrate that they have the financial resources necessary to perform the requested services.
- (c) Contractor History Disclosures. Contractors shall provide the narrative disclosures required by Section 4.23 of this RFP.

5.4. Organization Plan.

Each Contractor shall submit a summary organization plan that describes the key management personnel that will be responsible for overseeing the implementation, administration and oversight of the services provided to the City.

5.5. Operational Plan.

Each Contractor shall submit a summary operational plan for its proposal, briefly laying out the facility(ies) to be utilized and how organic materials will be accepted, processed, composted and, if applicable, marketed.

Within the summary operational plan, Contractors shall provide a list of the facilities being offered for organic materials processing services, including: 1) the type of facility (e.g., compost facility, transload), 2) the name of the facility, 3) the owner and operator of the facility, and 5) the address of the facility. Contractors shall complete a Summary

Operations Form for each facility offered (see Appendix B) and include the completed form(s) within their proposal.

At a minimum, the operational plan should demonstrate that the Contractor can process the leaves collected by DPW and its contracted haulers during the fall leaf collection program. As noted previously, the City is contemplating the implementation of a subscription-based organics collection program for households within the City, which would collect yard waste and food scrap during a more extended season (e.g., April to November or year-round). Within the operational plan, Contractors should discuss their ability, capacity and willingness to handle the additional organic materials.

5.6. Emergency Operations.

Contractors shall describe procedures to be implemented in the event facility operations are halted or interrupted due to scheduled or unscheduled outages.

5.7. Sustainability.

Contractors shall describe any sustainability features or benefits that are incorporated into the proposal. This could include assistance with public education on proper composting methods (e.g., preparation of materials) or advertising/communication of composting opportunities.

5.8. Contract Exceptions/Modifications.

A draft contract (or Sample Agreement) for organic materials processing services is attached to this RFP (refer to Appendix C). The draft agreement has been provided to facilitate the fair and equitable evaluation of proposals, and to provide Contractors with a basis for preparing their fee proposals. Contractors are strongly encouraged to submit proposals based on the terms and conditions contained in the draft contract.

As noted in Section 5.5 above, the City is considering whether to incorporate subscription-based organics collection into its overall residential waste collection program. If a Contractor is unable or unwilling to process yard waste and/or food scrap on a year-round basis, or only up to a specified maximum annual tonnage, the Contractor should so note in its contract modifications.

If a Contractor accepts the contract in substantially its current form (i.e., other than signatory lines), the Contractor should provide a statement as such in its proposal. If the Contractor proposes any changes to the contract, the Contractor is required to provide either a marked-up copy or a full and complete narrative description of any proposed modifications (a form is provided in Appendix B).

Notwithstanding Contractor acceptance of the draft agreement, the City reserves the right to further negotiate the terms of the final contract with the Contractor.

5.9. XBE Utilization.

It is the policy of the City that Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Veteran Business Enterprises (VBEs), and Disability-Owned Business Enterprises (DOBEs) shall have the maximum feasible opportunity to

participate in the performance of contracts. Consequently, the City, through Article IV, Section 202-401 of the Revised Municipal Code and The Consolidated City of Indianapolis and Marion County MBE/WBE/VBE/DOBE Business Utilization Plan in Indianapolis Government, has established MBE participation goals of 15%, WBE participation goals of 8%, VBE participation goals of 3%, and DOBE participation goals of 1% for its dollars spent on public works, goods, and services.

In order to help accomplish this goal, the City is requesting that you include with your proposal information regarding your status as an MBE, WBE, VBE, or DOBE. Additionally, please include contact information for any MBE, WBE, VBE, or DOBE owned Contractors directly participating in your business operations. The City also requests contact information for any MBE, WBE, VBE, or DOBE subcontractors that you might use in the course of doing business with the City. Some examples of this kind of service include, but are not limited to: office suppliers, courier services, shipping services, etc. These services can occur at the local, state, or national level. Please include an estimated percentage or dollar amount that you anticipate using.

Be advised that the information provided on MBE/WBE/VBE/DOBE participation will be included as part of the scoring criteria for this RFP. Accordingly, it is imperative that you do everything possible to obtain the information above and supply it as part of the proposal.

In order to be recognized by the City of Indianapolis/Marion County as an MBE/WBE/VBE/DOBE participant, your company must be certified with the Office of Minority & Women Business Development (OMWBD). The City will recognize only City of Indianapolis certified firms regardless of any other state or national affiliation.

If you should need assistance in obtaining information or certification for possible participation in a contract, please contact the OMWBD on the Internet at www.indy.gov/omwbd or by phone at (317) 327-5262.

Respondents can view a list of City OMWBD approved MBE/WBE/VBE/DOBE Contractors by going to this web page: <https://www.indy.gov/activity/find-omwbd-contractor> and selecting the appropriate monthly “Contractor Listing” spreadsheet.

5.10. Nepotism Compliance.

For purposes of compliance with Indiana Code Chapter 36-1-21, each contractor shall submit in their proposal a signed form (refer to Appendix B) specifying whether Contractor (individual), or a person who wholly or partially owns Contractor (business), is a relative, as that term is defined by Indiana Code § 36-1-21-3, of either the Mayor of Indianapolis, Indiana, or a member of the City-County Council of Indianapolis and Marion County, Indiana.

5.11. Proposal Security.

Each Contractor shall submit a proposal security as a guarantee that, if selected, it will enter into the contract for services with the City in substantial conformity with its proposal or the final negotiated agreement. The proposal security shall consist of a certified or cashiers check or proposal bond in the amount equal to one thousand dollars (\$1,000).

The proposal security shall be made payable to the Consolidated City of Indianapolis and Marion County. Proposal securities will be held until a contract has been executed with the successful Contractor(s).

5.12. Fee Proposal.

Each Contractor shall submit a fee proposal for the base proposal and any alternate proposals, consisting of a completed Pricing Summary Form (refer to Appendix B). All pricing shall be provided assuming commencement of services in January, 2026. If alternate proposals are submitted, a Pricing Summary Form must be completed for each alternate proposal.

5.13. Extended Pricing.

Because multiple City Agencies may be interested in acquiring the same services described in this RFP, Contractors should indicate their willingness to provide said services to other City Agencies under the same terms and conditions established by this RFP and the resulting contract. A form for this purpose is provided in Appendix B.

5.14. Proposal Organization.

Contractor proposals should be organized to provide narrative responses to the above items (5.2 through 5.13). Required forms may be appended at the end of proposals. These forms include (refer to Appendix B):

- Pricing Summary (base proposal and any proposed Contractor alternates)
- Extended Pricing Sheet
- Facility Summary Operations Form (one for each facility offered)
- Acknowledgement Form
- Nepotism Compliance Form
- RFP Exception Sheet

Contractors should also include signed acknowledgement forms for any RFP addenda issued by the City. An acknowledgement form will be provided with each addendum.

6. Selection Process and Schedule.

6.1. Selection Process Overview.

This RFP establishes general evaluation principles governing the review of proposals submitted hereunder. Notwithstanding those general principals, the City reserves the right, at its sole discretion, to select as the preferred Contractor(s) for negotiations the entity(s) which, in the City's judgement, is/are most appropriate for the performance of services contemplated by this RFP and considering all factors deemed relevant by the City.

At the City's discretion, Contractors may be notified by the City of omissions or asked for clarification on certain aspects of their proposal(s). In addition, the City may establish a schedule for the Contractor to provide the missing information or requested clarification.

6.2. Proposal Evaluation Team.

The City will establish a Project Evaluation Team, which will review and evaluate each proposal and score it in accordance with the Evaluation Criteria.

6.3. Evaluation Criteria.

Subject to the provisions of Section 6.1 above, DPW has established the following criteria for evaluating Contractor proposals:

Criteria	Weight
Cost of services including processing fee and secondary cost impacts (local transportation distances to access composting/transload facilities)	40
Quality and reasonableness of proposal, including the Contractor's organizational and operational plans and ability to provide adequate processing capacity	35
Sustainability components of proposal	10
Conformance with the terms and conditions of the draft contact for organic materials processing services	5
MBE/WBE/VBE/DOBE participation plan	10
Total	100

6.4. Contract Negotiations.

DPW may select one or more Contractors with the highest scoring proposal(s) to negotiate a final contract for organic materials processing services. If DPW is unsuccessful in negotiating an agreement, then DPW may negotiate with the next highest scoring respondent and may continue this process until an agreement is reached with the respondent. DPW reserves the right to terminate the selection process at any time without awarding an agreement to any respondent.

6.5. Contract Award and Execution.

The City may award one or more contracts for organic materials processing services.

Following negotiations, the contract(s) for organic materials processing services will require the approval of the Indianapolis-Marion County Board of Public Works before they can be finalized for execution. Prior to the execution of an agreement, the selected Contractor(s) shall register as a vendor with the City’s Purchasing Division at the following link:

<http://www.indy.gov/eGov/City/OFM/Purch/Venodr/Pages/default.aspx>

6.6. Confidential Information.

Subject to Section 4.14 and 4.15 of this RFP, all information submitted by respondents to the RFP, and related Project Evaluation Team evaluations and rankings shall be considered confidential until after a final contract is executed, following which all such information will be public record.

6.7. Schedule.

The following tentative schedule has been prepared for the RFP process:

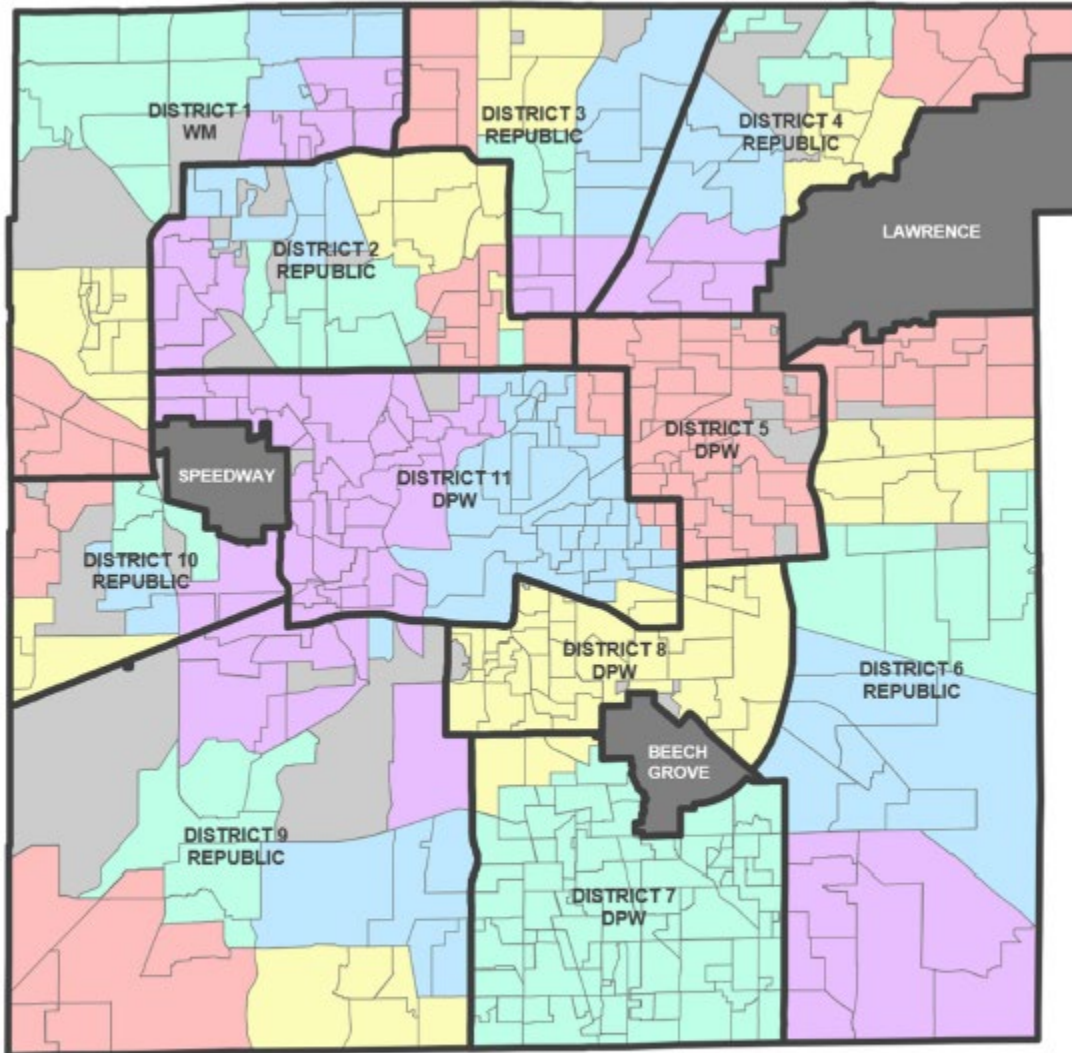
Milestone	Date & Time
RFP Issued	January 12, 2024
Pre-Proposal Meeting	January 29, 2024, 3:00 p.m. EST
Deadline for Questions	February 5, 2024, 12:00 p.m. EST
Addendum with Responses to Questions	February 12, 2024 (approximately)
Proposals Due	March 1, 2024, 12:00 p.m. EST
DPW Review of Proposal	March, 2024
Contractor Negotiations	April – May, 2024
Contract Award and Execution	June – July, 2024
Commencement of Services	January 1, 2026

APPENDIX A

Historical Information



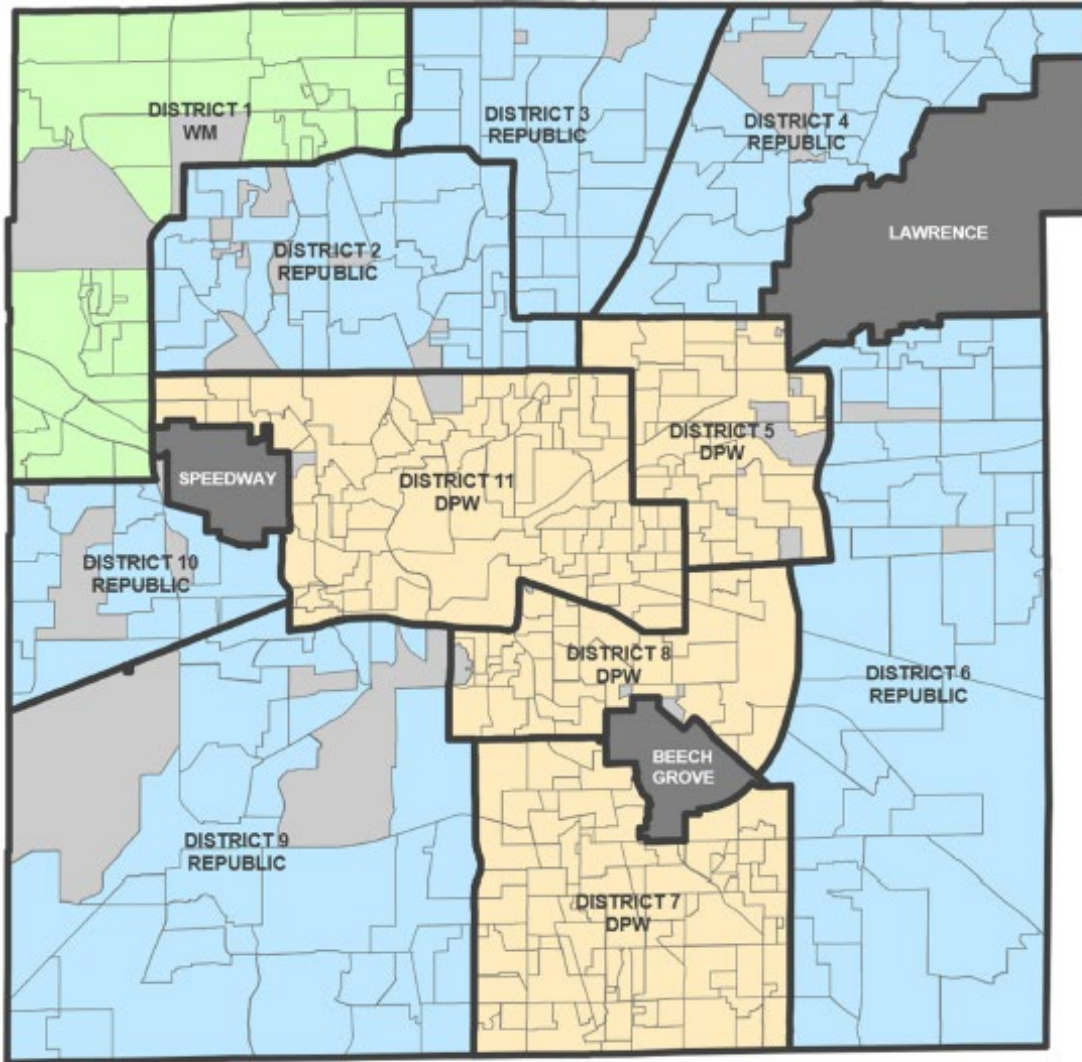
COLLECTION DISTRICT MAP BY HAULER



LEGEND

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Excluded (No Residential Collection)
- Excluded (Independent City)

COLLECTION DISTRICT MAP BY COLLECTION DAY



LEGEND

- DPW Collection
- Republic Services
- Waste Management
- Excluded (No Residential Collection)
- Excluded (Independent City)

HISTORICAL LEAF COLLECTION TONNAGES

Collection Day	2017		2018		2019		2020		2021		2022	
	Date	Tons	Date	Tons	Date	Tons	Date	Tons	Date	Tons	Date	Tons
Monday	6-Nov	99.5	12-Nov	335.1	11-Nov	316.5	9-Nov	458.2	8-Nov	121.2	7-Nov	343.5
Tuesday	7-Nov	113.1	13-Nov	347.9	12-Nov	235.0	10-Nov	479.6	9-Nov	100.4	8-Nov	311.3
Wednesday	8-Nov	108.3	14-Nov	365.3	13-Nov	409.7	11-Nov	690.4	10-Nov	148.7	9-Nov	389.0
Thursday	9-Nov	67.1	15-Nov	312.4	14-Nov	336.0	12-Nov	504.6	11-Nov	102.0	10-Nov	413.0
Friday	10-Nov	70.0	16-Nov	240.4	15-Nov	194.2	13-Nov	417.1	12-Nov	54.8	11-Nov	206.9
Monday	13-Nov	182.5	19-Nov	361.3	18-Nov	231.7	16-Nov	517.7	15-Nov	153.0	14-Nov	252.7
Tuesday	14-Nov	247.0	20-Nov	230.7	19-Nov	211.8	17-Nov	373.3	16-Nov	153.0	15-Nov	250.4
Wednesday	15-Nov	248.1	21-Nov	299.0	20-Nov	253.9	18-Nov	364.2	17-Nov	221.5	16-Nov	303.5
Thursday	16-Nov	165.0	23-Nov	267.6	21-Nov	183.5	19-Nov	175.6	18-Nov	193.4	17-Nov	216.4
Friday	17-Nov	161.6	24-Nov	233.3	22-Nov	149.4	20-Nov	112.4	19-Nov	148.0	18-Nov	124.0
Monday	20-Nov	241.6	26-Nov	360.4	25-Nov	304.1	23-Nov	157.2	22-Nov	292.0	21-Nov	84.1
Tuesday	21-Nov	225.5	27-Nov	276.7	26-Nov	288.1	24-Nov	144.3	23-Nov	255.7	22-Nov	84.7
Wednesday	22-Nov	212.3	28-Nov	284.3	27-Nov	332.4	25-Nov	142.7	24-Nov	286.4	23-Nov	103.0
Thursday	24-Nov	200.3	29-Nov	203.2	29-Nov	232.2	27-Nov	118.1	26-Nov	234.4	25-Nov	87.1
Friday	25-Nov	210.7	30-Nov	102.0	30-Nov	194.6	28-Nov	85.0	27-Nov	158.6	26-Nov	54.4
Monday	27-Nov	267.2	3-Dec	171.4	2-Dec	277.8	30-Nov	206.1	29-Nov	276.9	28-Nov	132.5
Tuesday	28-Nov	330.7	4-Dec	126.1	3-Dec	201.8	1-Dec	162.1	30-Nov	304.8	29-Nov	117.8
Wednesday	29-Nov	320.8	5-Dec	180.3	4-Dec	221.0	2-Dec	149.3	1-Dec	259.4	30-Nov	80.5
Thursday	30-Nov	199.7	6-Dec	123.2	5-Dec	170.5	3-Dec	113.2	2-Dec	234.2	1-Dec	65.7
Friday	1-Dec	171.5	7-Dec	73.9	6-Dec	136.2	4-Dec	87.1	3-Dec	164.2	2-Dec	44.0
Total		3,842.3		4,894.5		4,880.4		5,458.3		3,862.5		3,664.5

APPENDIX B

Proposal Forms



PROPOSAL FORM A - PRICING SUMMARY

Proposer Name: _____

PROPOSED FEE SCHEDULE		
	Leaves	Yard Waste/Food Scrap
2026 Processing Fee (\$/ton)		
2027 Processing Fee (\$/ton)		
2028 Processing Fee (\$/ton)		
2029 Processing Fee (\$/ton)		
2030 Processing Fee (\$/ton)		
2031 Processing Fee (\$/ton)		
2032 Processing Fee (\$/ton)		
2033 Processing Fee (\$/ton)		
2034 Processing Fee (\$/ton)		
2035 Processing Fee (\$/ton)		
Notes: 1. Indicate "No Bid" for organic material streams Contractor is unable to accept and process.		

PROPOSAL FORM B – EXTENDED PRICING SHEET

Because multiple City Agencies may be interested in acquiring the same services contained in this RFP, Contractor should indicate its willingness to provide said services to other City Agencies under the same terms and conditions established by this RFP and the resulting contract.

a.	<p>If awarded an agreement as a result of the pricing proposed herein, will you extend this pricing to political subdivisions in Indiana (and notify Indianapolis Purchasing Division upon initial extension to an additional subdivision)?</p> <p>[Political subdivisions include cities, towns, school corporations and county governments. If you mark YES, you are agreeing that you are willing to extend your proposed pricing to any of these entities if they wish to purchase from any resulting agreement.]</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
b.	<p>Will there be a freight differential required to extend pricing to political subdivisions outside Marion County?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
c.	<p>Will you agree to provide upon request, but not more than quarterly, a report to the City of Indianapolis that would include the names of:</p> <ul style="list-style-type: none"> i. Any participating political subdivisions; and, ii. Item descriptions and quantities purchased per subdivision? 	<input type="checkbox"/> Yes <input type="checkbox"/> No
d.	<p>The City of Indianapolis DOES NOT accept responsibility for purchase orders issued by other political subdivisions.</p>	

(The rest of this page intentionally left blank)

**PROPOSAL FORM C - COMPOST/TRANSFER FACILITY
SUMMARY OPERATIONS FORM**

*(this form must be completed for each Compost and Transfer Facility offered by Contractor and
may be copied if more than one Facility is proposed)*

Proposer Name: _____

Facility Name/Address: _____

1. Type of Facility: Compost Facility Transfer Station

2. Days of Operation. The Facility is open to receive materials the following days:
 Monday Tuesday Wednesday Thursday
 Friday Saturday Sunday *(check applicable days)*

3. Hours of Operation. The Facility is open to receive materials the following hours:
Monday – Friday: Saturday: Sunday:
From: _____ a.m. / p.m. From: _____ a.m. / p.m. From: _____ a.m. / p.m.
To: _____ a.m. / p.m. To: _____ a.m. / p.m. To: _____ a.m. / p.m.

4. Holiday Schedule. The Facility is closed on the following holiday:
 New Years Memorial Day Fourth of July
 Labor Day Thanksgiving Christmas
 _____ _____ _____

(check the applicable days and write dates if necessary)

5. Post-Holiday Make-Up Schedule. The Facility will have the following schedule after a holiday (if applicable):

6. Facility Capacity Information.
Maximum Facility Throughput _____ tons per day
Capacity Available to City _____ tons per day

7. Material Streams Handled at Facility.
 Leaves Yard Waste Food Scrap

8. Registration/Permit Number: _____

PROPOSAL FORM D - ACKNOWLEDGMENT

By signing below, I am acknowledging that I have read, reviewed, understand, and attest to all of the information included in this response to RFP-14DPW-1616.

The undersigned agrees that the submission of this document is truthful as set forth and that any pricing and terms provided herein conveys the company's intent to offer such services as defined herein. The undersigned agrees that he/she is fully empowered to execute and deliver this document on behalf of the company and that, if accepted by the Consolidated City of Indianapolis and Marion County ("City"), this document shall represent the format for a binding obligation of the Contractor to the City.

Contractor Name:	
Address:	
Address, cont.:	
Phone Number:	
Email Address:	
URL, if applicable:	
Name of Authorized Representative (Printed):	
Signature of Authorized Representative:	
Any pricing shall remain firm through (Month/Day/Year): (no less than 180 days from date of submission)	

PROPOSAL FORM E – NEPOTISM COMPLIANCE

For purposes of compliance with Indiana Code Chap. 36-1-21, specify below whether Contractor (individual), or a person who wholly or partially owns Contractor (business), is a relative, as that term is defined by Indiana Code § 36-1-21-3, of either the Mayor of Indianapolis, Indiana, or a member of the City-County Council of Indianapolis and Marion County, Indiana.

<input type="checkbox"/>	Contractor (individual) or Contractor (business) does NOT have a relative who is either the Mayor of Indianapolis, Indiana, or a member of the City-County Council of Indianapolis and Marion County, Indiana.
<input type="checkbox"/>	Contractor (individual) or Contractor (business) DOES have a relative who is either the Mayor of Indianapolis, Indiana, or a member of the City-County Council of Indianapolis and Marion County, Indiana (<i>must specify all relative(s) below</i>):
<input type="checkbox"/>	Mayor Joseph H. Hogsett
<input type="checkbox"/>	City-County Councilor [specify name of Councilor(s)]

Name of Authorized Representative (Printed)

Signature of Authorized Representative

Date

APPENDIX C

Sample Agreement



**SERVICES AGREEMENT BETWEEN
THE CONSOLIDATED CITY OF INDIANAPOLIS AND MARION COUNTY
XXXX (to be added)
AND XXXX (to be added) FOR
THE PROCESSING OF ORGANIC MATERIALS**

This Services Agreement (hereinafter referred to as "Agreement"), entered into by and between the **Consolidated City of Indianapolis and Marion County through its XXXX (to be added)** (hereinafter referred to as "City") and **XXXX (to be added)** (hereinafter referred to as "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. INTERPRETATION AND INTENT

- 1.01 The "Agreement", as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include these Terms and Conditions, the Attachments described in Sections II and IV and attached hereto, all addenda issued prior to receipt of RFPs, quotes, or bids, whether or not receipt thereof has been acknowledged by Contractor, all conditions, plans, specifications and standards, instructions and notice to vendors, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.
- 1.02 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.
- 1.03 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.
- 1.04 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City's representatives having drafted all or any portion of this Agreement.
- 1.05 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.
- 1.06 Where the term "Revised Code" is stated, it shall mean the municipal ordinances of Indianapolis-Marion County, Indiana that is formally known as the "Revised Code of the Consolidated City of Indianapolis and Marion County, Indiana".

SECTION II. DUTIES OF CONTRACTOR

- 2.01 Contractor shall provide services as specified in **Attachment A** attached hereto and incorporated into this Agreement.

SECTION III. TERM

- 3.01 The term of this Agreement shall begin upon execution of this Agreement by all parties and shall terminate on _____ unless terminated earlier in accordance with this Agreement.
- 3.02 This Agreement may be renewed by agreement of parties. The term of the renewal may be less but shall not be longer than the term of the original Agreement. A renewal shall be only by written instrument signed by both City and Contractor and attached hereto as an amendment. All other terms and conditions of the Agreement shall remain the same as set forth herein.

SECTION IV. COMPENSATION

- 4.01 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in **Attachment A** at the rates set forth in **Attachment B, Pricing** attached hereto and incorporated herein. However, in no event shall compensation for services under this Agreement exceed **(to be added) \$XXXX.XX**.
- 4.02 Contractor shall submit a properly itemized invoice for services performed and expenses incurred under this Agreement and shall cooperate with and provide any other necessary information to City. City will pay Contractor within thirty (30) days after receipt of such properly itemized claim forms.

SECTION V. GENERAL PROVISIONS

- 5.01 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the Consolidated City of Indianapolis and/or Marion County. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate City in any way.
- 5.02 Subcontracting.
- 5.02.1 Approval required. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.
- 5.02.2 Minority, Women, Veterans, and Disability-Owned Business Enterprise Participation. To the extent Contractor uses subcontractors or other agents in the performance of services under this Agreement, Contractor shall either:

- (a) Use, at a minimum, fifteen percent (15%) Minority Business Enterprises, eight percent (8%) Women's Business Enterprises, three percent (3%) Veteran's Business Enterprises, and one percent (1%) Disability-Owned Business Enterprises in the performance of services under this Agreement; or
- (b) Demonstrate a good faith effort to achieve such percentages, in compliance with the policies and to the satisfaction of City's Department of Minority & Women Business Development.

Contractor shall also comply with the requirements and be subject to the penalties for non-compliance referenced in the Consolidated City of Indianapolis and Marion County MBE/WBE/VBE/DBE Business Utilization Plan found at <https://www.indy.gov/activity/certify-your-minority-women-veteran-disability-owned-business> and in Article IV of Chapter 202 of the Revised Code of the Consolidated City and County which are hereby incorporated by reference into this Agreement.

Failure of Contractor to comply with either (a) or (b), above, shall constitute a breach of this Agreement.

5.03 Necessary Documentation. Contractor certifies that it will furnish City, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of the City of Indianapolis, the County of Marion, other units of local government, the State of Indiana, and the United States. Contractor further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this Agreement. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

5.04 Confidentiality.

5.04.1 The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Contractor understands that the information provided to it or obtained from City during the performance of its services is confidential and may not, without prior written consent of City, be disclosed to a person not in City's employ except to employees or agents of Contractor who have a need to know in order to provide the services. Further, Contractor's work product generated during the performance of this Agreement is confidential to City. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement. Confidential information shall not include information, that: (a) was known by Contractor at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Contractor; (c) is made known to Contractor by a third person who does not impose any obligation of confidence on Contractor with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or court order whereupon Contractor shall provide notice to City prior to such disclosure; or (e) information that is independently developed by Contractor without references to the confidential information.

- 5.04.2 Contractor shall not, under any circumstances, release information provided to it by, or on behalf of, City that is required to be kept confidential by City pursuant to Indiana law except as contemplated by Section 5.04.1(d), above.
- 5.04.3 Contractor acknowledges that City will not treat this Agreement as confidential information and will post the Agreement on the City of Indianapolis website as required by Section 141-105 of the Revised Code of the Consolidated City of Indianapolis and Marion County. Use by the public of any document or the information contained therein shall not be considered an act of the City.
- 5.05 Prompt Subcontractor Payment. Contractor shall pay subcontractors and suppliers funds due from previous progress payments within fifteen (15) business days of receipt of payment from the City. During the term of this Agreement and upon completion of this Agreement, the City may request documentation to certify payments to subcontractors and suppliers, and Contractor shall provide documentation within fourteen (14) days of such request.
- 5.06 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under this Agreement for inspection by City or any other authorized representative of the Consolidated City of Indianapolis and Marion County. Copies thereof, if requested, shall be furnished at no cost to City.
- 5.07 Ownership.
- 5.07.1 "Works" means works of authorship fixed in any tangible medium of expression by Contractor or its officers, employees, agents or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.
- 5.07.2 All Works made or created by Contractor, either solely or jointly with City, in the course of Contractor's performance of services under this Agreement shall be deemed to be works for hire and are and shall be the exclusive property of City. At City's request, Contractor will execute all documents reasonably required to confirm or perfect ownership of such Works and any corresponding copyright rights in and to such Works in City. Without the prior written consent of City, Contractor shall not use, copy or prepare derivative works of the Works, or any parts of them, other than as related to the performance of this Agreement. During the performance of this Agreement, Contractor shall be responsible for loss or damage to the Works while they are in Contractor's possession or control. Any loss or damage shall be restored at Contractor's expense. City shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.
- 5.07.3 Contractor shall retain all rights in and to its know-how, methods, techniques,

discoveries, concepts, and ideas, whether patentable or not, and whether possessed by Contractor prior to or acquired by Contractor during the performance of this Agreement. Contractor also shall retain all rights in and to all works of authorship fixed in a tangible medium of expression which were made, created or acquired by Contractor prior to the effective date of this Agreement ("Pre-Existing Works"), provided that a listing of such Pre-Existing Works is attached to this Agreement.

5.08 Insurance. Contractor shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and City from the claims set forth below which may arise out of or result from Contractor's operations under this Agreement, whether such operations be by Contractor or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

- 1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
- 2) Claims for damages because of bodily injury and personal injury, including death, and;
- 3) Claims for damages to property.

Contractor's insurance shall be not less than the amounts shown below:

A. Commercial General Liability (Occurrence Basis)	
Bodily injury, personal injury, property damage, contractual liability, product/completed operations	
Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$100,000 (each occurrence)
Medical Expenses Limit	\$5,000
Personal and Advertising Injury Limit	\$500,000
General Aggregate Limit	\$2,000,000 (Other than products/completed operations)
NOTE: GENERAL AGGREGATE TO APPLY PER PROJECT	
Product/Completed Operations	\$1,000,000
B. Auto Liability	\$1,000,000 (combined single limit) (owned, hired & non-owned)
C. Excess/Umbrella Liability	\$1,000,000 (each occurrence and aggregate)
D. Worker's Compensation	Statutory
E. Employer's Liability	
Bodily Injury Accident	\$100,000 each accident
Bodily Injury by Disease	\$100,000 each employee

Bodily Injury by Disease

\$500,000 policy limit

F. [Reserved for Professional Liability or additional riders as needed]

- 5.08.1 Certificates of Insurance, naming the Consolidated City of Indianapolis and Marion County as an "additional insured," (A. B. and C. only) showing such coverage then in force (but not less than the amount shown above) shall be filed with City prior to commencement of any work. The coverages afforded under the policies shall not be cancelled or not renewed until at least thirty (30) days after written notice has been given to City. Upon cancellation, Contractor shall obtain a new insurance policy in accordance with Section 5.07 of this Agreement and send a copy of the new policy to the City.
- 5.08.2 With the prior approval of City, Contractor may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Contractor shall be responsible for all deductibles.
- 5.08.3 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Contractor to the above enumerated amounts.
- 5.09 Performance Bond. Contractor shall, as a condition precedent to this Agreement, purchase and thereafter maintain a performance bond in the amount of ten percent (10%) of the total value of Agreement throughout the term of this Agreement. The performance bond shall be issued by a bona fide surety and made payable to the City of Indianapolis/Marion County. Performance bonds shall be delivered to the Purchasing Division at least ten (10) business days prior to the commencement of services.
- 5.10 Termination for Cause or Convenience.
- 5.10.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days' written notice of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Contractor's default
- 5.10.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than ten (10) calendar days' written notice of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for convenience, Contractor's compensation shall be equitably adjusted.
- 5.10.3 Upon receipt of notice of termination for default or for City's convenience,

Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.

5.10.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 5.08.2 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

5.11 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

5.12 Indemnification. Contractor agrees to indemnify, defend, and hold harmless the City of Indianapolis, Marion County and their respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any provision of this Agreement by Contractor or any of its officers, agents, employees or subcontractors regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. City shall not provide such indemnification to Contractor, provided, however, that Contractor shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omissions of City.

5.13 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, facsimile or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To Contractor:

To City:

5.14 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the City for such costs. City

may withhold payments on disputed items pending resolution of the dispute.

5.15 Non-discrimination. Contractor and its officers, agents, employees, and subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement.

5.16 Conflict of Interest.

5.16.1 Contractor certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City

5.16.2 For purposes of compliance with IC 36-1-21, Contractor certifies and warrants to City that Contractor, or a person who wholly or partially owns Contractor, is not a relative, as that term is defined by IC 36-1-21-3, of either the Mayor of Indianapolis, Indiana, or a member of the City-County Council of Indianapolis and Marion County, Indiana.

5.17 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.18 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement - or to enjoy any of its benefits - because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

5.19 Applicable Laws; Forum.

5.19.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City

and Contractor to determine whether the provisions of the Agreement require formal modification.

5.19.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the Consolidated City of Indianapolis, County of Marion. Suit, if any, shall be brought in the State of Indiana, County of Marion.

5.20 Waiver. City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies.

5.21 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

5.22 Attorneys' Fees. Contractor shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.

5.23 Successors and Assigns. City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City.

5.24 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by City.

5.25 Debarment and Suspension.

5.25.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.

5.25.2 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded

from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

5.25.3 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.

5.26 Compliance With E-Verify Program. By executing this Agreement. Contractor affirms under the penalties of perjury that Contractor does not knowingly employs an unauthorized alien. Contractor further agrees that:

5.26.1 Contractor shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC section 22-5-1.7-3. Contractor is not required to participate should the E-Verify program cease to exist. Additionally, Contractor is not required to participate if Contractor is self-employed and does not employ any employees.

5.26.2 Contractor shall not knowingly employ or contract with an unauthorized alien. Contractor shall not retain an employee or contract with a person that Contractor subsequently learns is an unauthorized alien.

5.26.3 Contractor shall require its subcontractors, who perform work under this Agreement, to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

5.26.4 If Contractor is in violation of IC section 22-5-1.7 and fails to cure the breach within 30 days after being notified by City, such circumstance may constitute a material breach of this Agreement and City may terminate this Agreement as provided by this statute.

5.27 Key Persons. The parties agree that the work described in this Agreement to be performed by Contractor is a personal service, highly professional in nature, and that the identity of the individual who is to be personally responsible for such work is of prime importance to City. The parties therefore agree that in the event of the death or disability of Contractor, or, if Contractor is a firm, partnership, or corporation, in the event of the death, or disability or termination of employment of anyone understood to be personally responsible for the work described in this Agreement, City may, without penalty and in its discretion, terminate this Agreement, and make its own new Agreement with any other party for completion of the work herein described.

5.28 Electronic Signature. Contractor and City agree to signature both in counterparts and by facsimile.

5.29 Post-Employment Restrictions. Contractor, providing supplies, real property, or services under this Agreement, certifies to City that no employee, contract employee, or subcontractor of Contractor:

- 5.29.1 Participated in any way in the solicitation, negotiation, or awarding of this Agreement while previously employed by an agency of the City of Indianapolis or Marion County for a period of one (1) year prior to the execution of this Agreement;
- 5.29.2 For a period of one (1) year after such employee ceased supervising the administration or performance of this Agreement on behalf of an agency of the City of Indianapolis or Marion County, shall perform any functions on behalf of Contractor under this Agreement with respect to the City, unless the employee's former agency has consented to the employee's performance for Contractor in writing;
- 5.29.3 Has violated any provision of Chapter 293 of the Revised Code of the Consolidated City of Indianapolis and Marion County, regarding the solicitation, negotiation, awarding, or performance of this Agreement;
- 5.29.4 Is currently an official or deputy mayor of, or has appointing authority to, any agency of the City of Indianapolis or Marion County; and
- 5.29.5 Was previously employed by the City of Indianapolis or Marion County within one (1) year of this Agreement and currently has the performance of lobbying activity (as that term is defined in Section 909-101 of the Revised Code of the Consolidated City of Indianapolis and Marion County) related to an agency or an official as a responsibility of his or her employment or contractual relationship with Contractor.

Violation of this certification shall constitute a material breach of this Agreement and, upon such a violation, City may terminate this Agreement. In addition, upon a violation of this certification, City shall report such violation to City's Office of Corporation Counsel, which may, at its discretion, debar Contractor from eligibility for future city and/or county purchasing, bids, contracts, and/or projects.

- 5.30 Method of Payment. Contractor shall accept invoice payments via City/County check, City/County Purchasing Card (Master Card) or Automated Clearing House (ACH) at the City's sole option and discretion. The City will not be responsible for any card fees or other bank charges incurred by the Contractor.
- 5.31 Additional Information upon Request. Contractor shall, upon request of City, make available its policies, practices and standards for the hiring of applicants, except as prohibited under Indiana Code section 22-2-17-3, to the extent such information is related to the provision of services under this Agreement.
- 5.32 Wage Theft/Payroll Fraud. Contractor shall report, and shall require its subcontractors to report, all complaints or adverse determinations of Wage Theft or Payroll Fraud against (30) days of notification of the complaint or adverse determination. If an adverse decision is rendered against Contractor with respect to services provided to City, the City may terminate this Agreement, reduce the incentives or subsidies to be provided under this Agreement, or seek other remedies. Contractor shall provide a sworn statement on whether Contractor had any adverse determinations rendered against Contractor within the preceding three (3) years.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

(“Contractor”)

By: _____ Date: _____

Printed: _____

Title: _____

CONSOLIDATED CITY OF INDIANAPOLIS AND MARION COUNTY, DEPARTMENT OF PUBLIC WORKS

By: _____ Date: _____

APPROVED AS TO FORM AND LEGALITY

By: _____ Date: _____

APPROVED AS TO AVAILABILITY OF FUNDING

By: _____ Date: _____

ATTACHMENT A: SCOPE OF SERVICES

In accordance with the terms and conditions of the attached Services Agreement ("Agreement") by and between the **Consolidated City of Indianapolis and Marion County ("City")**, **by and through its Department of Public Works ("DPW")** and _____ ("Contractor"), Contractor shall do, perform, and carry out in a good and professional manner the following services:

- 1.1. Contractor shall furnish all personnel, materials, equipment and facilities necessary for the composting of Organic Material in accordance with this Scope of Services.
- 1.2. The following definitions shall apply to this Agreement:
 - 1.2.1. "Compost" and "Composting" shall be as defined in Indiana Code §§ 13-11-2-37 and IC 13-11-2-38, respectively.
 - 1.2.2. "Contaminants" shall mean materials which are commingled with Organic Materials but which are non-compostable including but not limited to plastics.
 - 1.2.3. "Compost Facility" shall mean the Contractor's registered or permitted facility at which Organic Materials are composted.
 - 1.2.4. "Facility" shall mean the Compost Facility and/or Transfer Station where City and its private contractors are to deliver the Organic Materials.
 - 1.2.5. "Final Disposal" shall mean the disposal of Contaminants at an appropriate landfill or other disposal facility qualified and properly permitted to accept the relevant materials.
 - 1.2.6. "Leaf Season" shall mean the period of time designated by City during which leaves are collected separately from residential solid waste.
 - 1.2.7. "Organic Materials" shall mean leaves, yard waste and compostable food waste.
 - 1.2.8. "Subscription Curbside Organics Program" shall mean the subscription-based program for residents of the City of Indianapolis and Marion County, if implemented during the term of this agreement.
 - 1.2.9. "Transfer Station" means the Facility where Organic Materials are initially received prior to being transported to the Compost Facility.
 - 1.2.10. "Yard Waste Season" shall mean the period of time designated by City during which Organic Materials are collected separately from residential solid waste, if a Subscription Curbside Organics Program is implemented during the term of this agreement.
- 1.3. Contractor shall provide City with a copy of its current registration or permit to operate a Composting facility. In addition, Contractor shall provide a copy of the latest annual report filed with the Indiana Department of Environmental Management as required by Indiana Code §13-20-10-7. At the end of year, Contractor shall send to City a copy of the current annual report covering the Organic Materials that were composted through this Agreement.

- 1.4. Contractor shall ensure that the Composting of Organic Materials includes the removal of Contaminants.
- 1.5. Contractor shall be responsible for all costs of transportation and Final Disposal of Contaminants that may be mixed in with the Organic Materials delivered to Contractor's Composting facility.
- 1.6. Contractor shall operate the Facility in accordance with all applicable local, state, and federal rules, regulations, ordinances and guidelines. Contractor shall be responsible for obtaining any and all registrations or permits that may be required.
- 1.7. Contractor shall submit to City weekly reports. These reports shall indicate the number of tons delivered to Contractor's Facility daily, the name of the hauler delivering the Organic Materials, and the applicable truck number.
- 1.8. Contractor shall report all end uses of compost, as requested by City.
- 1.9. Contractor shall be available to receive deliveries of Organic Materials at Contractor's Facility during the hours of 7:00 a.m. through 8:30 p.m. Monday through Friday, and 7:00 a.m. through 5:00 p.m. Saturday during the Leaf Season and, if the City implements a Subscription Curbside Organics Program, during the Yard Waste Season.
- 1.10. City and its designated haulers shall deliver Organic Materials to Contractor's Facility. City will use its best efforts to deliver compostable Organic Materials contained in paper bags, plastic bags, and/or loose Organic Materials.
- 1.11. In addition to receiving deliveries of Organic Materials from City and City's designated haulers, Contractor shall make provisions to receive Organic Materials from the general public, at no cost to City. Contractor may charge the general public a reasonable price for this service.
- 1.12. The quality and quantity of Organic Materials to be delivered under this Agreement shall not be guaranteed by the City.
- 1.13. City shall be responsible for the public education campaign for encouraging the community's participation in providing Organic Materials for Composting.
- 1.14. Liquidated Damages - Contractor acknowledges and agrees that time is of the essence under this Agreement. Failure by Contractor to adhere to the following terms and conditions of this Attachment A will result in losses and damages to City of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by City of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Specifically, the following acts or omissions shall be considered breaches of the Agreement and subject to the corresponding liquidated damages in lieu of actual damages:
 - 1.14.1. For failure by Contractor to accept deliveries of Organic Materials during the times specified in Section 1.8 of this Attachment A, liquidated damages in the amount of \$100.00 per load.

- 1.14.2. For failure by Contractor to properly dispose of, within a reasonable time, Contaminants that may be delivered with the Organic Materials as specified in Section 1.4 of this Attachment A, liquidated damages in the amount of \$100.00 per load.
- 1.14.3. The parties agree that the amounts of liquidated damages as prescribed above represent a fair, reasonable, and appropriate estimate of the actual damages that City would suffer. Accordingly, Contractor agrees to pay City said damages without receiving proof of actual damages, or in the alternative, Contractor agrees that City may withhold compensation otherwise due Contractor for services performed under this Agreement. It is expressly understood by the parties hereto that these damages do not limit City's other remedies under this Agreement, or as provided by applicable law.

(End of Attachment A)

ATTACHMENT B: PRICING

All pricing shall be in United States Dollars (USD).

PRICING SCHEDULE		
	Leaves	Yard Waste/Food Scrap
2026 Processing Fee (\$/ton)		
2027 Processing Fee (\$/ton)		
2028 Processing Fee (\$/ton)		
2029 Processing Fee (\$/ton)		
2030 Processing Fee (\$/ton)		
2031 Processing Fee (\$/ton)		
2032 Processing Fee (\$/ton)		
2033 Processing Fee (\$/ton)		
2034 Processing Fee (\$/ton)		
2035 Processing Fee (\$/ton)		

(End of Attachment B)