

PROPOSED REQUEST FOR PROPOSALS

City of Lawrence, Indiana



Solid Waste Collection and Disposal and Recycling Collection Services

Proposed Request for Proposals Issued: January 26, 2023
Comments Due By: March 2, 2023

1.0 PUBLIC NOTICE CONCERNING THE CITY OF LAWRENCE’S INTENT TO ISSUE REQUEST FOR PROPOSALS

Notice is hereby given that the City of Lawrence, Indiana, by and through its Board of Public Works and Safety (“City”), intends to issue a Request for Proposals, pursuant to Ind. Code § 36-9-30 *et seq.*, for the exclusive right to collect and dispose of residential solid waste, and the exclusive right to collect and market of residential recyclable materials, throughout the City of Lawrence. The City’s Proposed Request for Proposals may be viewed by the general public during the following times and at the following locations: **Monday- Friday, 10:00 A.M.- 3:30 P.M. at the City of Lawrence, Indiana Department of Public Works; 9001 E. 59th Street, Suite 205, Lawrence, IN 46216. The Proposed Request for Proposals may also be found on the City’s website under RFP/RFQ Opportunities at <https://www.cityoflawrence.org/projects>**

The City will accept submissions of comments on the Proposed Request for Proposals on or before **Thursday, March 2, 2023**. Comments may address the scope or contents of the Proposed Request for Proposals. **All comments must be directed to: LawrenceTrashRFP@taftlaw.com**

A Pre-Proposal meeting will be held at **2:00 P.M. on Tuesday, February 14th in the Public Assembly Room, located on the main floor at 9001 E. 59th Street, Lawrence, IN 46216**, to familiarize prospective respondents with the Proposed Request for Proposals and to answer any questions. Prospective respondents are strongly encouraged to attend and participate in the meeting.

On or after **Thursday, March 9, 2023**, the City will select respondents and adopt a final Request for Proposals. The City will notify each respondent that is selected of the selection, inform the respondent of the date and place established for the submission of proposals, and deliver to each respondent a copy of the final Request for Proposals.

2.0 PURPOSE OF REQUEST FOR PROPOSALS AND BACKGROUND

The City issues this Request for Proposals for Solid Waste Collection and Disposal and Recycling Collection Services (“Request for Proposals”) to request proposals for the exclusive right to collect and dispose of residential solid waste and the exclusive right to collect and market of residential recyclable materials throughout the City of Lawrence. In addition to traditional hauling, recyclables processing, and disposal services, the City seeks a vendor who will assist the City in increasing diversion (reduce, reuse, and recycle/compost) and optimizing current services to reduce overall waste management system costs.

The term of the contract resulting from this Request for Proposals is expected to be three (3) years. If both parties agree, there may be an option to extend the contract for two (2) additional one (1) year terms, with a total maximum term of five (5) years. The parties agree that the awarded contract may be extended for an additional period of up to two (2) years only upon written approval of both parties. The contract shall not provide for automatic renewal.

It is the policy of the City to provide equal opportunity for businesses to compete for contracts, and that the City not unlawfully discriminate against any person or business in the award or execution of any contract for services. Pursuant to Ordinance No. 4, 2017, attached to this Request for Proposals as *Exhibit A*, Minority-Owned Business Enterprises (MBE), Woman-Owned Business Enterprises (WBE), Veteran-Owned Business Enterprises (VBE) and Disability-Owned Business Enterprises (DOBE) shall have the maximum feasible opportunity to participate in the performance of contracts, including the contract awarded as a result of this Request for Proposals. Consequently, the City has established the following percentage goals for MBE, WBE, VBE, and DOBE participation in the contract awarded to the Contractor:

MBE:	fifteen percent (15%);
WBE:	eight percent (8%);
VBE:	three percent (3%); and
DOBE:	one percent (1%).

3.0 INSTRUCTIONS TO RESPONDENTS

3.1 Examination of Documents

Respondents shall carefully and thoroughly examine the contents of this Request for Proposals and shall assume the full risk of their own judgments as to the nature, quality, and amount of work to be done, and for the price proposed must assume all risk of any and all variances or errors in any computation or statement of amounts or quantities necessary to complete the work in compliance with this Request for Proposals and the final contract awarded.

3.2 Inquiries and Discrepancies

All inquires relating to this Request for Proposals should be made to:
LawrenceTrashRFP@taftlaw.com

If a respondent finds conflicts, errors, discrepancies, or ambiguities in this

Request for Proposals, or if a respondent is in doubt as to the intended meaning of any portion or provision therein, the respondent shall at once give written notice thereof to the City, at least seven (7) days prior to the proposal submission deadline. No respondent shall be allowed any extra compensation or time extension by reason of any conflict, error, discrepancy, or ambiguity of which the respondent had actual knowledge or reasonably should have known and which he/she failed to report within the period and in the manner required by this Request for Proposals.

3.3 Addenda

No material changes, clarifications, or interpretations of this Request for Proposals will be issued except by written or graphic Addenda delivered not less than three (3) business days prior to the proposal submission deadline. All such Addenda will become a part of this Request for Proposals. The City will not be responsible for or bound by any oral or written interpretations or clarifications of this Request for Proposals which anyone presumes to make on its behalf, except by the terms of an Addendum issued in accordance with this Section.

3.4 Proposal Documents

Proposals must include the following minimum information:

1. Provide information of relevant work that your company has performed within the last five (5) years that best demonstrates your company's and your proposed key personnel's current qualifications and ability to perform the Services (or similar scope and complexity to the Services).

Information should indicate:

- a. Project/services name, location, and summary work.
 - b. A clear demonstration of which key personnel proposed in your proposal were involved significantly (had relevant experience/roles) in the work being listed as relevant.
 - c. Client reference information (name, phone number, email address).
 - d. Specific experience with bulk collection in different types of areas such as alleys and curb collections.
2. Identify key personnel proposed to be assigned to performance of the Services and provide a short summary of the key personnel (Supervisor and key

field members) along with resumes.

3. Provide an operational plan that describes the time frame needed for startup, equipment to be used, a list of the type and number of employees to be used (drivers, rear load helpers, supervisors, mechanics), daily operational plan, number of orders to be serviced per day, and timeline to start performing the Services, including expected start date.
4. A list of projects/work/services that your firm has previously performed for any department of the City during any part of the previous five (5) years.
5. Other information as you determine necessary or recommend as beneficial to your proposal or the overall success of your company's performance of the Services.
6. A complete list and description of equipment planned to be used.
7. A declaration of work performed in Indiana with client name, project, and description.
8. A pricing list for any services offered to residents above minimum requirements in this Request for Proposals.
9. Documents, records, and financial statements sufficient to confirm your company's current financial position, including but not limited to balance sheets and income statements. The documents, records, and financial statements must be specific enough to allow the City to make a proper determination of your capability to perform the Services.
10. A completed E-Verify Affidavit and completed Combination/Agreement Affirmation.

All submitted documentation shall be legibly executed in a non-erasable medium, without interlineations, excisions, special conditions, qualifications, or exceptions. Each proposal shall be signed by an individual duly authorized to execute such documents on the respondent's behalf. A proposal executed by a corporation, joint venture, or other entity with an assumed name shall have the legal and correct name thereof followed by the word "by" and the signature and title of the officer or other person authorized to sign for it.

All proposals shall comply with all conditions, requirements, and specifications contained in this Request for Proposals; any departure may constitute sufficient cause for rejection of a proposal. A respondent's failure to provide all completed documentation and required information may result in its proposal being deemed non-responsive.

Under Ind. Code § 36-9-30-5.3, the information submitted by a respondent must be sufficiently detailed to permit the City to evaluate the proposal fairly and equitably. Each proposal is prepared at the cost and expense of the respondent. The respondent shall make no claims for reimbursement for the cost or the expense of proposal preparation.

3.5 Proposal Submission

Proposals in response to this Request for Proposals will be due at a date and time selected after a final Request for Proposals is issued on or after March 9, 2023, and such date and time will be set at least thirty (30) days after respondents are selected and notified. All proposals must be submitted to the **City of Lawrence Indiana Department of Public Works; 9001 E. 59th Street, Suite 205, Lawrence, IN 46216**. All proposals must be received in a sealed envelope with the following information plainly on the face of the envelope: respondent's name and address; and the statement "Request for Proposals- Solid Waste Collection and Disposal and Recycling Collection Services." Proposals must be submitted in person or by U.S. mail.

Submission of a proposal in response to this Request for Proposals shall constitute an unconditional agreement and acknowledgement by the respondent to be bound by all terms and conditions set forth herein and in any of the documents assembled or referred to in this Request for Proposals. All aspects of the proposal shall be valid for a period of ninety (90) days following the deadline for the receipt of proposals.

3.6 Miscellaneous Instructions

Proposals may be withdrawn in person by a respondent during normal hours of business prior to the submission deadline. No proposal may be withdrawn after the submission deadline, except if provided by law or provided elsewhere in this Request for Proposals.

No proposal will be considered from any person, firm, or corporation, who has

defaulted in the performance of any contract or agreement with the City, or who has failed to perform satisfactorily on a contract or agreement with the City.

4.0 DEFINITIONS

As used in this Request for Proposals, the following terms are defined as follows:

Acceptable Waste: All waste included in the scope of this Request for Proposals is required to be collected by the Contractor. This term includes Bulky Items, Garbage, Recycling, Refuse, Rubbish, Solid Waste, Trash, and Yard Waste.

Alleyside: As close as possible to the alley, but not more than five (5) feet from the alley, and where a fence exists, the alleyside of the fence.

Alternate(s) or Alternate Bid: An amount stated in a proposal to be added to or deducted from the amount of the Base Proposal, if the corresponding change in the Services, as described in the Proposal Documents, is accepted. All Alternates are considered stand-alone items, in that they are not dependent upon other Alternates being accepted.

Base Proposal: The sum stated in the proposal for which the respondent offers to perform the Services described in the Proposal Documents as the base, to which work may be added to or from which work may be deleted for sums stated in Alternate Proposals.

Bulky Item: Such items include, but are not limited to, stoves, washers, dryers, furniture, bikes, toys, and other items with weights or volumes greater than those allowed for in approved containers. The term does not include and specifically excludes refrigerators, air conditions and other items containing CFCs or HCFCs unless the Resident provides documentation that the CFCs or HCFCs have been properly removed by a licensed technician.

Collection Schedule Maps: Maps approved by the City, as well as periodic updates approved by the City, which delineate the City geographically and which depict the routes and days of collection for Units receiving Collection.

Construction Debris: Waste including building materials resulting from construction, remodeling, repair, or demolition operations.

Contractor: The successful respondent to this Request for Proposals who enters into a contract with the City for the exclusive right to collect and dispose of residential solid waste and the exclusive right to collect and market of residential recyclable materials

throughout the City of Lawrence. For purposes of this Request for Proposals, the terms “Contractor” and “successful respondent” may be used interchangeably.

Curbside: That portion of the right-of-way adjacent to and within five (5) feet of paved traveled roadways.

Curbside Recycling: Weekly, automated collection of comingled recyclable items and marketing of all designated recyclables, including but not limited to, at a minimum, the following:

- Aluminum, aluminum foil, foil pans, metal, tin and steel cans;
- Plastics numbered 1-7 and plastic bags;
- Glass Containers and jars (amber, clear, blue and green in color);
- Newspapers, magazines, mail, phone books, catalogues and inserts, school and office papers;
- Corrugated cardboard, paperboard, and fiberboard; and
- Other items as designated by the Contractor.

District: The area delineated by the Collection Schedule Maps for which the Contractor is responsible for providing services under the awarded contract.

Facility: A structure or an area of land used for the disposal, treatment, storage, recovery, processing, or transferring of solid waste. The term includes the following: an incinerator, a solid waste landfill, and a transfer station.

Hazardous Material: Any waste designated as “hazardous” by the United States Environmental Protection Agency (EPA), federal regulations or state laws, as amended, and other items deemed hazardous by the Contractor or the City.

Overage Bag: Fifty-five (55) gallon bags (or smaller) separately purchased by Residents to place any excess Solid Waste or Yard Waste over the normal Container limit. The terms “Overage Bags(s)” and “Yard Waste Bags(s)” shall be synonymous and interchangeable.

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

Recycling Container(s): A ninety-six (96) gallon wheeled, reusable container used for storing recyclable materials.

Replacement Containers: A Standard Container or a Recycling Container provided to Residents after notice that the original container is no longer available for use.

Resident: An individual occupying a Residential Unit.

Residential Unit: A house for which a certificate of occupancy has been issued and that has not remained vacant for six (6) or more consecutive months. For purposes of this Request for Proposals, the term Residential Units does not include Multi-unit facilities such as apartments, condominiums, or townhomes.

Scheduled Collection: The pre-determined, set day of each week on which the Contractor collects Solid Waste, Yard Waste, and recycling from Residential Units unless the schedule changes as a result of a holiday specified herein.

Seasonal Collection: The collection of Christmas Trees from December 26 to January 31 for recycling purposes, and the collection of Yard Waste up to and including 15 bags per Residential Unit in April and up to and including 15 bags per Residential Unit in November. Any additional Yard Waste or Bundles of Yard Waste may be collected as Solid Waste in the approved containers.

Services: The collective of all services listed or described in this Request for Proposals.

Solid Waste/Refuse/Garbage/Rubbish/Trash: As defined by law, including but not limited to Ind. Code § 36-9-30-2.

Standard Container(s): One or more ninety-six (96) gallon wheeled, reusable container(s) used for storing Solid Waste, Yard Waste and Recycling. Standard Containers must be sufficiently durable to accommodate automated collection.

Unacceptable Waste: The portion of solid waste which cannot be processed at a Facility or which would have a reasonable possibility of causing a threat to health, safety or property, exclusive of Hazardous Waste, including, but not limited to, explosives, pathological and biological waste, radioactive material, foundry sand, sewage sludge, cesspool and other human waste, human remains, motor vehicles, including such major motor vehicle parts as automobile transmissions, engines, rear ends, springs and fenders, agriculture and farm machinery and equipment, substantial quantities of liquid waste (excluding moisture in solid waste resulting from precipitation), or non-burnable construction material and/or demolition debris, unless such Unacceptable Waste is delivered in minimal quantities and concentrations as part of normal collections, in which case, at the City's option, it shall constitute Acceptable Waste.

Yard Waste: Bags separately purchased by Residents to place any excess Yard Waste over the normal Container limit. Yard Waste collection will occur during the months of April and November each year, and will include collection of up to and including 15 bags per Residential Unit. In addition to the Yard Waste collection specified above, additional Yard Waste or Bundles of Yard Waste may be collected as Solid Waste in the approved containers. The terms “Overage Bag(s)” and “Yard Waste Bag(s)” shall be synonymous and interchangeable.

Yard Waste Bag(s): 30-gallon or similar size paper yard waste bags designated on the bag as yard waste bags or for yard waste and purchased by Residents.

5.0 SPECIFICATIONS- SERVICES TO BE PROVIDED

The cost of compliance with this Section 5 shall be included in the Base Proposal, except for Section 5.4.

5.1 Scope of Services.

It is the City’s intent to provide comprehensive Solid Waste and Yard Waste collection and disposal consisting of weekly, fully-automated collection of containerized household Solid Waste and Yard Waste and weekly recycling collection from Residential Units within the City’s corporate boundaries. In addition, the Services include certain Solid Waste and Recycling collection and disposal for designated City Facilities, and other services that the City may, in its discretion, determine are in the best interest of the City’s residents.

5.2 Service Area

The minimum Service Area shall be all Residential Units, as defined herein, within the City’s corporate boundaries. There are approximately 13,141 Residential Units in the City. The City does not guarantee the number of Residential Units. Respondents submitting proposals shall fully investigate the number of Residential Units and all other information on which its proposal is based. The City makes no guarantee as to any of the estimates or approximations contained in this Request for Proposals and provides this data for informational purposes only. The Contractor must provide a semi-annual reconciliation of house count, to be confirmed and approved by the City.

Maps are attached to this Request for Proposals as *Exhibit B*, and additional maps are available at: <https://beacon.schneidercorp.com/>

Additionally, the minimum Service Area shall include the following list of City Facilities, which may be amended during the term of the contract should the City construct or begin using new facilities:

- 7699 E 53rd Street – City Garage
- 9001 E 59th Street – Lawrence Government Center
- 9530 E 59th Street – Fire Station 40
- 10001 E 59th Street – City Garage
- 12150 East 62nd Street – Veteran's Park
- 10450 E. 63rd. Street – Jenn Park
- 5301 N Franklin Road – Park's Garage
- 4902 N German Church Road – Fire Station 37
- 9201 Harrison Park Court – Lawrence Utilities
- 5610 Glenn Road- Burns Park
- 4450 McCoy Street – Fire Station 38
- 7620 Oaklandon Road – Fire Station 36
- 4751 N Richardt Street – Fire Station 39
- 5450 Richardt Street – Lawrence Utilities
- 5150 N. Post Road- Lawrence Police Department Station
- 9530 E. 59th Street- Training Tower and Indoor Range

City Sponsored Events

The Contractor shall provide disposable trash collection containers and disposable Recycling collection containers annually for City-sponsored events. At this time, the City expects to require containers for, at a minimum, the following City-sponsored events:

- Spring Fling ;
- Fiesta Lawrence;
- Fort Ben Farmer's Market;
- Juneteenth Celebration;
- Fourthfest;
- Community Safety Day;
- Lagers in Lawrence;
- Dia Latino De Lawrence;
- A Lawrence Christmas; and
- Winterfest.

Upon selection of the Contractor, the City and the Contractor shall work together to establish procedures for services to be provided at the City-sponsored events. The

Contractor shall agree to provide disposable trash collection containers and disposable Recycling collection containers at additional City-sponsored events should the City establish additional events while the awarded contract is in place.

5.3 Base Proposal Cost

The Base Proposal Cost (“Base Proposal”) shall be comprised of the following:

- Weekly Solid Waste Collection of up to one (1) Standard Container from each Residential Unit.
- Weekly Curbside Recycling. Weekly curbside recycling of one (1) Recycling Container from each Residential Unit.
- Yard Waste Collection to occur during the months of April and November each year. The Contractor agrees to collect up to and including 15 bags per Residential Unit in April and up to and including 15 bags per Residential Unit in November. Any additional Yard Waste or Bundles of Yard Waste may be collected as Solid Waste in the approved containers.
- The Contractor shall supply all carts listed to each dwelling in the program. Carts shall be deliverable to additional dwellings, by the Contractor, as they become eligible in the program. Any new replacement carts provided to a City residential dwelling unit will be in “like-new” condition, free of defects and odors.
- Semiannual collection and disposal of Bulky Items, in an amount to be determined by the City. This will occur during two weeks selected by the City, at no additional cost. One week shall be in the spring and one week shall be in the fall. There will be an option for additional pickup of Bulky Items paid for by Residents, through the Contractor.
- Collection of Christmas trees from December 26 to January 31.
- Weekly Solid Waste Collection and Weekly Recycling from City facilities and services provided at City Sponsored Events, as detailed in Section 5.2, at no cost to the City.
- The Contractor’s fuel costs must be included in the Base Proposal.

5.3.1 Alternate Proposals

- The City will accept and consider alternate proposals consistent with the specifications of this Request for Proposals.

5.4 Other Costs

These costs are in addition to the Base Proposal. The costs for these services shall

be listed at cost per item per Residential Unit.

- Collection and disposal of Bulky Items throughout the year upon request by Residents that are in addition to those included in the Base Proposal. The Contractor shall pick up Bulky Items within forty-eight (48) hours of notice received from Resident, but shall notify the Resident of the additional cost associated with the service and the next day on which that service would otherwise be performed as part of the Base Proposal. Bulky Item pick-up may be limited to certain days of the week, in the Contractor's discretion. Bulky Item collection shall not include any Hazardous Waste.
- The cost of each replacement or additional container(s), whether Standard or Recycling, available for purchase by Resident. The replacement or additional container(s) shall be delivered to Resident within three (3) days of the Resident's request for the replacement or additional container.

5.5 Service Terms

The following constitute additional minimum service requirements that will be provided in a contract entered into between the City and the Contractor:

- *Front Street Collection.* Collection shall be front-street, curbside collection except in those planned unit developments (PUDs) where alley-facing-garages may necessitate alley pickup.
- *Declined Collections.* The Contractor may decline to collect Solid Waste for reasons specified in the contract with the City and the City's ordinances (for example- not properly bagged, bundled, or contained; improper placement; non-residential Solid Waste; Hazardous Waste; etc.). If the Contractor has reason to leave solid waste uncollected at a Residential Unit, the Contractor shall inform the Resident by tagging uncollected items, or Standard or Small Containers. Within twenty-four (24) hours of declining to collect such Solid Waste, the Contractor shall notify the City in writing of the address of the Residential Unit and the reason the waste was declined. The Contractor shall be responsible for items it does not collect and fails to tag.
- *Collection Day.* Solid Waste, Yard Waste, and Curbside Recycling shall all be collected on the same day and on a day scheduled for each Residential Unit by the Contractor, except when certain Holidays require that collection occur on a day different than the scheduled day.
- *Yard Waste.* The Contractor shall make every reasonable effort to dispose of Yard Waste in an environmentally-friendly manner such as composting, chipping, or mulching. The collection of Yard Waste, up to and including 15 bags per

Residential Unit, will occur during the months of April and November. Any additional Yard Waste or Bundles of Yard Waste may be collected as Solid Waste in the approved containers

- *Additional Residential Units.* The Contractor shall immediately make services available to new Residential Units within the City.
- *Additional Available Services.* The Contractor shall supply to Residents any and all information relating to additional services available from the Contractor that may be offered to Residents not covered or mentioned in this Request for Proposals relating to Solid Waste and Yard Waste Collection and Comingled Recycling. The Contractor may negotiate with the owner or property manager of a Unit for the provisions of services above and beyond those awarded by this Request for Proposals. The City, upon the approval and authorization of the City of Lawrence Common Council, may establish a maximum fee to be charged for these services, which shall supersede any such agreements.
- *Curb-Side Collection.* All collections shall be made from City-owned streets or alleys, if available. All collections shall be made within four (4) feet of the curb or edge of the street or alley.
- *Exclusive Services.* The Contractor is prohibited from commingling Solid Waste, Yard Waste, or Recycling collected from individuals or entities other than Residential Units or from outside the City's corporate boundaries while providing the Services required by this Request for Proposals.
- *Required Collection.* Within the Container limit, the Contractor is required to pick up all Solid Waste, Yard Waste and Recyclables placed in approved Containers and additional items that are properly placed in Overage Bags and Yard Waste Bags.
- *Preservation from Damage.* The Contractor shall preserve from all damage all property along the collection route and all property in the vicinity of or in any way affected by the performance of collection services, including but not limited to public utilities, trees, lawns, building monuments or markers, fences, pipes, and underground structures. Whenever such property is damaged due to an act or omission of the Contractor or its agents, employees or subcontractors, the Contractor shall restore such property to a reasonable condition at its sole expense.
- *Costs.* Costs incidental to the disposal of municipal Solid Waste, Bulky Items, Yard Waste and recyclables, collected under the contract with the City, are the responsibility of the Contractor.
- *Responsibility.* The Contractor has the exclusive and complete responsibility for the disposal of all Solid Waste, Bulky Items, and Yard Waste and marketing of recyclables collected, and shall bear any and all costs incurred, regardless of cause, related to the disposal of Solid Waste, Bulky Items, and Yard Waste, and

marketing of recyclables.

- *Compliance with Laws.* The Contractor shall be solely responsible for compliance with all local laws, state laws, and federal regulations, as amended from time to time, governing the disposal of such waste at a designated Facility.
- *Contractor's Disposal Site.* Solid Waste, Bulky Items, Yard Waste, and recyclables collected by the Contractor must be deposited at approved Facilities which have a current permit issued by the IDEM or, if outside Indiana, is certified and has a current permit to operate from the state in which it is located, and is in compliance with all local, state and federal regulations. The Contractor must notify the City in writing of any disposal site to be utilized hereunder seven (7) days prior to the use thereof.
- *Disaster Assistance.* The Contractor will provide a priority status to the City for disaster assistance when a disaster is declared within the City's corporate boundaries, including but not limited to a local disaster emergency declared by the Mayor pursuant to Ind. Code § 10-14-3-29 or a disaster emergency declared by the Governor pursuant to Ind. Code § 10-14-3-12.

The City may require that additional terms and conditions be included in the awarded contract.

5.6 Records

The Contractor shall maintain accurate records for the City, in a format approved by the City, that includes (at a minimum) the following information:

- Number of Residential Units to which the Services are provided;
- Tonnage of Solid Waste, Yard Waste, and recyclables collected from and disposed of or marketed under the contract with the City;
- Items exceeding the contractual limit or items not properly contained and the address of the Residential Units which set out such items;
- Other statistics required by the State of Indiana or other laws, or requested by the City; and
- Proper accounting records for the scope of all services of the awarded contract and an accounting of all charges and expenditures as may be necessary for audit purposes.

All such records shall be subject to inspection and examination by the City's representatives during reasonable business hours.

5.7 Billing and Collection Requirements

Respondents shall provide proposals based on the following billing and collection requirements, to be included in the awarded contract:

The proposal may provide that the Contractor perform billing services, or that the City provide billing services- with a reduction in the contract costs. Respondents shall provide details regarding cost of Services and billing administrative fees.

5.8 Collection Schedule

- *Hours and Days of Collection.* The hours and days of Services are to be from 7:00 a.m. to 5:00 p.m. EDT Monday through Friday. All Scheduled Collection shall be provided at least once per week Monday through Friday year-round to all Residential Units within the City's corporate boundaries. Recycling Scheduled Collection shall occur weekly from 7:00 a.m. to 5:00 p.m. EDT Monday through Friday, year-round. Each Residential Unit shall have its Solid Waste and Recycling collection occur on the same day during the week.
- *Holidays.* The Contractor shall be required to perform Scheduled Collection except: Saturdays, Sundays, and the following holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day. Whenever a Scheduled Collection falls on a holiday, that day's collection and all the remaining collections for the week will be delayed one day, except that Friday collections will be made on Saturday.
- *Submission of Routes.* The Contractor shall submit routes on Collection Schedule Maps within thirty (30) days of award of a contract with the City.
- *Maintenance.* The Contractor shall maintain the routes established for the District as set forth in Collection Schedule Maps. The Contractor shall file updated information in such form as the City shall deem necessary to reflect the City's approved changes in the level of service. The City reserves the right to deny the Contractor's vehicles access to certain streets, alleys, and public ways where it is in the interest of the general public to do so because of conditions of the streets or bridges, or the nature of development of the general area.
- *Changes.* The Contractor shall notify the City no less than thirty (30) days in advance of proposed changes of services as set forth in the Collection Schedule Maps. Changes are subject to the City's approval. The Contractor shall notify Residential Units of such approved changes in service no less than ten (10) days in advance. The Contractor shall provide the City with a schedule for distribution of notification. Notification shall be given by newspaper advertisement,

handbills, direct mailings, and/or other methods, which must have prior approval of the City, and which shall be a cost incurred by the Contractor.

- *Inclement Weather.* In the event of inclement weather, the Contractor shall immediately notify the City if it needs to delay Scheduled Collection. Whenever Scheduled Collection is delayed due to inclement weather, that day's collection and all the remaining collections for the week will be delayed one day and normally scheduled Friday collections will be made up on Saturday. In the event Scheduled Collection is delayed for more than one day due to inclement weather or is delayed by more than one day due to inclement weather falling immediately prior to or after a Holiday, the Contractor shall immediately notify the City and Scheduled Collection shall be made up as soon as weather permits. The Contractor shall not skip a week of Scheduled Collection for Residential Units or City Facilities regardless of weather conditions or Holidays, unless approved by the City in writing.
- *Prevention of Provision of Services.* The Contractor shall make a reasonable effort to contact the manager or owner of a Residential Unit to remedy the situation if the Contractor is prevented or hindered in the provision of any services required under the awarded contract on any premises. If the Contractor is unable to contact the manager or owner and remedy the situation, it shall notify the City of the situation at the end of the workday. The Contractor shall maintain a log of each interference with service where the Contractor is prevented or hindered in the provision of Solid Waste Collection Services, Yard Waste Collection, or Curbside Recycling Services, which such log shall be provided to the City on a monthly basis.
- *Deviations from Regulations.* The Contractor shall make a reasonable effort to provide Solid Waste Collection Services, Yard Waste Collection, and Curbside Recycling Services regardless of a Residential Unit's deviation from regulations regarding solid waste preparation. The Contractor shall notify the City and Residential Unit of the Residential Unit's repeated or gross mistakes, with such information included in the interference log required above.

5.9 Containers

- The Contractor shall provide one (1) ninety-six (96) gallon wheeled Container for Recycling and one for Solid Waste to each Residential Unit. Residents shall be encouraged, but not required, to use a recycling container.
- Containers must conform to American Nation Standards Institute's (ANSI) standards, include Contractor's name, and be approved by the City.
- The Contractor shall be responsible for providing and delivering Containers to

new Residents, replacing stolen containers, and replacing and/or repairing damaged or unusable Containers to Residents at a set cost specified in the proposal. Containers damaged by the Contractor shall be replaced without charge to the Resident.

- The Contractor shall exercise reasonable care not to damage Containers and to replace same in an upright position on the sidewalk, curbside, driveway, or alley out of the traveled portion of the right-of-way. Full restitution shall be made for damages by the Contractor upon proof of negligence of its actions.
- The Contractor shall handle all Containers with reasonable care to avoid damage and spills. The Contractor shall not be responsible for collecting or cleaning up refuse, recycling, or landscape litter that has blown, fallen, leaked or been scattered from Containers, Yard Waste Bags, or Overage Bags through no fault of the Contractor.
- The Contractor shall return all empty Containers at each stop to the general locations at which they were found. Empty Containers shall not be placed in the middle of driveways, in the driveway aprons, or near the curb in a manner that will increase the likelihood that an empty Container will block a sidewalk, fall, or roll into the street.
- The Contractor shall include the City logo on any container provided.
- The Contractor may select any color for the trash container, though all such containers shall be the same color. The Contractor may select any color for the recycling container, though all such containers shall be the same color.
- The Contractor may include its logo on all containers.
- The color, logo, and design of the containers are subject to the approval of the City.
- The Contractor shall provide dumpsters for the City's facilities.

5.10 Complaints

- The Contractor, not the City, shall be the first point of contact for all Resident and customer complaints.
- The Contractor shall receive, investigate, and respond to all complaints received from Residents within twenty-four (24) hours after the complaint is received. Any complaint initially received by the City will be directed to the Contractor's office.
- If a complaint is not resolved by the Contractor within twenty-four (24) hours, and where no fault can be found on the complaining Resident's part, as determined in the City's sole discretion, the City shall have the right to demand an explanation and/or resolution from the Contractor to its satisfaction, which may include a special collection of Solid Waste, Bulky Items, Yard Waste or recycling.

- If the Contractor disputes a determination made by the City concerning the lack of fault of a Resident, the Contractor may appeal such determination by notifying the City within twenty-four (24) hours after such determination is made. Such notification may initially be made by telephone, but then must be followed-up in writing.
- In addition to the liquidated damages addressed in Section 10.0 of this Request for Proposals, the Contractor shall reimburse the City for all costs incurred pertaining to correcting a complaint resulting from negligence on the part of the Contractor, including administrative fees and reasonable attorneys' fees.
- The Contractor shall maintain a daily log of complaints received in a format acceptable to the City. A copy of the complaints and their resolutions shall be provided to the City on a monthly basis, and sent to the individual/representative selected by the City in its sole discretion.
- Any missed pickups of residential refuse will be collected on the same business day if notification to the Contractor is provided by 2:00 p.m. If notification is provided after 2:00 p.m., it shall be collected not later than 12:00 p.m. the next business day. Where the collection from a Residential Unit is inadvertently missed on a day preceding a Holiday or weekend, the complaint shall be resolved and Service provided before 12:00 p.m. on the next day that the Contractor is providing Service within the City's corporate boundaries.
- The Contractor will provide and maintain one point of contact with the City customers.
- The Contractor shall notify the City of any proposed changes regarding company policies or personnel that directly affect the awarded contract or provision of the Services.
- Limit Overage. The Contractor shall tag and identify any containers/carts or items exceeding the contracted limit. A list of violations shall be submitted to the appropriate City department on a daily basis for file.
 - Any item not properly tagged to notify the resident that they have violated the limit overage or reported to the City the day of scheduled pick up, shall be the responsibility of the Contractor to correct.

5.11 Public Education Efforts

The ideal Contractor will partner with the City to develop a plan for City Resident education regarding the Services. The Contractor shall provide a link to be listed on the City's website and the Contractor's website shall include key information related to the Services.

After the Contractor has been selected, the City and the Contractor shall schedule at least one (1) town-hall format meeting where Residents may obtain information and ask questions concerning the Services ("Town-Hall Meeting"). The Contractor shall provide a speaker at each Town Hall Meeting to address Residents and answer questions regarding the Services.

The Contractor will furnish, at no charge, 3,000 educational fliers per year. Said fliers shall include information about the Contractor's services in the City, pick-up Schedule for recyclables and bulky items, and Contractor's contact information. The City reserves the right to review and approve the information printed on the flier.

The Contractor will provide a representative to attend the City's Public Safety Day and provide environmental recycling educational opportunities. The City reserves the right to review and approve the program materials.

5.12 Contractor's Equipment and Labor

A proposal shall cover all costs of any nature incidental to or related to the Services, including labor, material, equipment, transportation, disposal, and all activities necessary to perform and complete the Services in the manner and within the time specified, all incidental expenses in connection therewith, all costs on account of loss by damage or destruction of the Services, and any additional expenses for unforeseen difficulties encountered, for settlement of damages, and for replacement of defective Services and materials.

The work included is the furnishing of all labor, disposal and providing a sufficient number of automated, packer-type vehicles, and all other equipment required for the prompt and efficient collection and disposal of all Solid Waste, Yard Waste, and Comingled Recycling Collection, including maintenance and insurance on such as described in this Request for Proposals.

The work included for the collection of recyclable materials is the collection,

transportation, and marketing of all designated recyclables for which the Contractor is responsible, and for all maintenance and repairs.

5.13 Equipment

The Contractor's vehicles and other equipment, where necessary, shall be licensed in the State of Indiana and shall operate in compliance with all applicable state laws, federal laws, and municipal regulations and ordinances. All vehicles shall be manufactured and maintained to conform to the ANSI Standards. All vehicles shall provide for fully-automated Solid Waste collection, unless otherwise noted in the Specifications.

At the Contractor's sole cost, the Contractor's vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle must be washed a minimum of two (2) times per week.

The Contractor shall use equipment, to provide the Services under this contract, that is enclosed or provided with suitable covers to prevent spillage, leaking and/or littering of solid wastes. All equipment shall be properly maintained in working order to limit automotive fluid leaks in regard to spills. In the event of a leak or a spill, the Contractor shall clean, repair, and mitigate the spill within 24 hours upon notification from the City.

All collection equipment shall be maintained in appearance, proper operating condition, and meet American National Standard Institute (ANSI 245.1) Safety Standards for Refuse Collection Equipment. Each vehicle shall be properly licensed and have available equipment to start the cleanup process on any oil/fluid spills to clean up any solid waste that may be spilled or otherwise scattered during the process of collection.

Each vehicle shall bear, at a minimum, the name and phone number of the Contractor plainly and visibly on both cab doors. Further, each vehicle shall be uniquely numbered in lettering at least seven inches (7") high. All vehicles used for Curbside Recycling collection must have some type of signage on the vehicle stating that it is used for recycling. The signage must be clearly legible by members of the public.

All vehicles shall have at least one (1) broom and one (1) shovel to clean up Solid Waste, Bulky Items, Yard Waste, or recyclables that may be spilled or otherwise scattered during collection.

All vehicles shall be sufficiently secure so as to prevent any littering of Solid

Waste, Yard Waste, recyclables and/or leaking fluid. No vehicles shall be overloaded.

The Contractor will be solely responsible for collecting or cleaning up any litter, fluids, refuse or landscape waste which may leak, spill, or blow off a vehicle due to the vehicle operator's failure to properly monitor the load or operate the vehicle, or due to failure of any mechanism.

The Contractor's vehicles shall not interfere unduly with vehicular or pedestrian traffic, and vehicles are not to be left standing on streets and alleys unattended.

The Contractor shall take reasonable care to prevent damage to property, including flowers, shrubs, and other plants. The Contractor shall operate its vehicles properly so as not to damage pavement surface.

5.14 Alley Collection Vehicles

Where alley collection is required, the Contractor shall not operate equipment in the alleys that causes damage to structures, vehicles, or pavement in the alleys, or which exerts more than thirty-three (33) pounds per square inch of contact with the pavement. The following standards are believed to allow Contractor to navigate alleys:

- A vehicle that has a body capacity of not than 10 cubic yards;
- A height of not more than 79 inches;
- A width of not more than 90 inches; and
- A length of not more than 188 inches.

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

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

5.15 Contractor's Employees

The Contractor's employees providing Services shall be required to wear a uniform clearly showing that the employee is employed by the Contractor.

The Contractor's vehicle operators providing Services shall carry a valid Indiana driver's license for the class of vehicle operated. Such vehicle operators shall obey all traffic regulations, including those related to weight and speed limits.

The Contractor shall comply with the Drug-Free Workplace Act of 1988 as a condition of its contract with the City. The City prohibits the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or alcohol while employees are performing Services under the Contract. Upon the City's request after a violation of this policy, or upon the City's determination that any of the Contractor's employees are unfit or unsuitable to perform the Services as a result of intoxication, drug use or by virtue of abusive or obnoxious behavior— the Contractor shall remove the employee from Services. Failure to comply with the Act or terminate an errant employee may result in immediate termination of the Contract between the City and the Contractor.

5.16 Contractor's Office

The Contractor shall provide courteous and neat personnel for its collections crews and provide courteous and knowledgeable personnel for its customer service offices.

The Contractor shall maintain an office or other facility to which the public and the City personnel may call or send written and electronic inquiries or complaints and from which the general public and the City personnel may receive information relevant to the Services. Such office or facility shall be equipped with adequate mediums of communication (telephones and email addresses) to promptly respond to City and Resident/citizen inquiries or complaints.

The Contractor's office shall have at least one (1) responsible person in charge and present during all collection hours. The Contractor shall provide the City with at least one (1) separate telephone number which may be used by the City personnel to

communicate with the Contractor after regular business hours or during an emergency.

5.17 The City's Responsibilities and Requirements

The City agrees to work collaboratively with the Contractor to resolve any end customer or Resident issue that the Contractor cannot reasonably resolve on its own. The City agrees to supply the Contractor with the most current City of Lawrence corporate boundary map, for route scheduling purposes.

5.18 Residents' Rights, Responsibilities, and Requirements

The Contractor may reasonably expect Residents to place Containers close to the curb (or in those areas without curbs, close to the edge of the pavement), to facilitate collection by the Contractor, and to place Containers, Bundles, Overage Bags, and Yard Waste Bags out by or before 7:00 a.m. EDT on the designated collection day.

The awarded contract, and the exclusive right provided to the Contractor by way of it, shall not apply to Residents disposing of large quantities of non-containerized refuse, landscape waste, or construction debris.

5.19 Limitations on Contractor's Responsibility

The Contractor shall not be responsible for collecting or disposing of the following:

- Solid Waste, Yard Waste, or Comingled Recycling exceeding the contracted limit per week, excluding Overage Bags;
- Solid Waste, Yard Waste or Comingled Recycling not properly contained in Containers, Bundles or Yard Waste Bags;
- Hazardous Waste;
- Medical Waste of any type including but not limited to medical sharps;
- Liquids, including, but not limited to paint, sludge, oil or other chemicals;
- Bulky Items containing refrigerants for which the Resident cannot provide the Contractor with appropriate documentation showing that the CFCs or HCFCs have been properly removed by a licensed technician;

- Solid Waste, Yard Waste or Comingled Recycling generated from a different location than the Residential Unit;
- Any Solid Waste or Yard Waste that is specifically excluded by federal, state or local laws from being disposed of in a landfill if that is the type of disposal facility being utilized;
- Tree limbs or branches exceeding four feet (4') in length or four inches (4") in diameter;
- Bundles not properly secured or exceeding maximum dimensions;
- Construction Debris; and
- Bulky Items when not provided for in the contract and/or when forty-eight (48) hours' notice is not given.

5.20 Contact Person

The Contractor shall designate to the City, in writing, a contact person to handle issues relevant to the awarded contract and the Services. The awarded contract will outline appropriate notification procedures.

5.21 Insurance Requirements

The Contractor shall, as a condition precedent to execution of the awarded contract, purchase and thereafter maintain such insurance as will protect it and the City from the claims set forth below which may arise out of or result from the Contractor's performance, whether such operations be by the Contractor or by its officers, agents, employees, or by anyone directly or indirectly employed by the Contractor, or by anyone for whose acts it may be liable:

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

The Contractor's Comprehensive General Liability Insurance shall also provide

coverage for the following:

- Contractual Liability Insurance as applicable to any hold-harmless agreement in the awarded contract;
- Products and completed operations;
- Fellow employee claims under Personal Injury;
- Broadform liability; and
- Independent Contractors.

The Contractor shall provide the following coverage as a minimum:

- Worker's Compensation and Disability: Statutory Requirements;
- Employer's Liability: \$1,000,000.00
- Comprehensive General Liability Combine Single Limit: \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate;
- Bodily Injury, Personal Injury and Property Damage: \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate;
- Comprehensive Auto Liability Combined Single Limit (Owned, Hired & Non-Owned) Bodily Injury & Property Damage: \$2,000,000.00 each accident;
- Comprehensive Umbrella Liability: \$5,000,000.00 each occurrence and aggregate.

Certificates of Insurance, naming the City as an "additional insured", showing such coverage then in force (but not less than the amount shown above) shall be filed with the City prior to commencement of any Services performed under the contract awarded. These certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days prior written notice has been given to the City.

The Contractor shall be responsible for all deductible amounts due to the required coverage.

Notwithstanding any other provision of the contract awarded, the Contractor shall provide all insurance coverage required.

6.0 STATUTORY REQUIREMENTS

The provisions of Ind. Code § 36-9-30 *et seq.* shall govern this Request for Proposals and any awarded contract for the exclusive right to collect and dispose of solid waste and to collect and market of residential recyclable materials throughout the City of Lawrence. Respondents agree to comply with all federal laws, state laws, City ordinances, and any other applicable laws or regulations pertaining to the provision of the Services.

Under Ind. Code § 22-5-1.7-11, the awarded contract will contain (1) a provision requiring the Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program, and (2) a provision that provides that the Contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists. The Contractor must sign an affidavit, and submit it with its proposal, affirming that the Contractor does not knowingly employ an unauthorized alien.

Under Ind. Code § 22-9-1-10, the awarded contract will contain a provision requiring the Contractor and its subcontractors not to discriminate against any employee or applicant for employment to be employed in the performance of such contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

Under Ind. Code § 5-22-16.5, a person placed on the list of persons engaged in investment activities in Iran shall be considered non-responsible for purposes of submitting a proposal in response to this Request for Proposals.

7.0 POST PROPOSAL REQUIREMENTS

Upon request of the City, if the respondent is a joint venture, partnership, or other combination of two or more persons or entities, the respondent shall submit a copy of the joint venture or other agreement by which the joint venture, partnership or other association has been formed, executed by all such participating persons or entities. If the proposal is signed by less than all parties that comprise the respondent, suitable written evidence of the authority of such signing party to bind all such parties must also be furnished.

8.0 PROPOSAL EVALUATION AND AWARD

The City reserves the right to negotiate with any responsible respondent. After giving public notice (including the date, time, and place of the hearing) and before awarding a contract, the City shall hold a public hearing at which the public may submit comments on the contract to be awarded.

After the public hearing and pursuant to Ind. Code § 36-9-30-5.3, the City shall award a contract to the responsible respondent with the proposal most responsive to the needs of the City. The contract award shall be in the form of a Resolution passed by the Board of Public Works and Safety, and will include particularized findings relative to the factors evaluated- indicating that the award meets the City's needs and is in the public interest.

When awarding the contract, the City shall evaluate the proposals as to net cost or revenues. The City may also evaluate the proposals on the basis of additional factors including:

- The technical evaluation of facility design;
- Net energy efficiency;
- Environmental protection;
- Overall system reliability; and
- the financial condition of the respondent.

Further, when awarding the contract, the City shall also consider:

- Overall costs, including construction costs, tipping fees, and reductions in costs resulting from the sale of byproducts;
 - The highly complex and innovative nature of byproduct recovery technology;
 - The variety of waste collection and disposal technology available;
 - The desirability of flexibility for the development of complex facilities;
 - The economic and technical utility of contracts for byproduct recovery projects that include in their scope various combinations of design, construction, operations, management, or maintenance responsibilities over prolonged periods.

The City recognizes that, in some instances, it may be beneficial to the City to award a contract on the basis of factors other than cost alone- factors such as: facility design, system reliability, energy efficiency, and compatibility with source separation, other recycling systems, and environmental protection.

The City reserves the right to reject any and all proposals, or any part thereof. The right is reserved to waive any formalities or informalities contained in any proposal. The City shall have the right to reject any proposal if investigation of the respondent fails to satisfy the City that the respondent is properly qualified to carry out the obligations and perform the Services. Any or all proposals will be rejected if there is reason to believe that collusion exists among respondents. The contract will be awarded in accordance with Ind. Code § 36-9-30 *et seq.* and other applicable laws.

Any action to contest the validity of the contract awarded or the procedure by which the contract was awarded must be initiated within thirty (30) days after the contract is awarded. An action to contest the contract, regardless of the cause, may not be initiated more than thirty (30) days after the contract is awarded.

9.0 CONTRACT EXECUTION; SUBMITTALS

Following the award notice and execution of a contract with the City, the Contractor shall submit, as a condition to its right to proceed with and receive payment for any of the Services, proof of all required insurance coverage. The Contractor shall also submit other post-proposal submittals required by this Request for Proposals or the City, including but not limited a Performance Bond.

10.0 LIQUIDATED DAMAGES

The awarded contract shall provide for the payment of liquidated damages in the event of unexcused failure by the Contractor to complete the Services within the time required by this Request for Proposals and/or the awarded contract. The negotiated contract may prescribe liquidated damages for, but not limited to, the following:

- Failure to collect Residential Solid Waste, Bulky Items, Yard Waste, or Recyclables at ten (10) or more Units on the same route;
- Accumulation of one percent (1%) of the Contract Number or in excess of twenty (20) legitimate complaints per week as set forth in the Specifications, whichever is less;
- Failure to maintain vehicles in a reasonably clean and safe working condition;
- Failure to keep vehicles closed or covered;
- Loaded or unloaded vehicles left standing unnecessarily on the property utilized for residential or public use;
- Failure to respond to complaints as required by the Specifications;
- Failure to collect Residential Solid Waste, Bulky Items, Yard Waste, or Recyclables

- within twenty-four (24) hours after the City notifies the Contractor of such failure;
- Failure to clean up spillage when collecting Residential Solid Waste, Bulky Items, Yard Waste, or Recyclables and/or spills of hydraulic fluid or liquid leaked from vehicles in excess of that considered normal for everyday operations within six (6) hours after the City notifies the Contractor of such event; and
 - Failure to dispose of Acceptable Waste at an approved disposal facility as required by the Specifications.

The liquidated damages may be assessed and recovered by the City as against the Contractor and its Surety in lieu of actual damages for delayed completion.

11.0 CHANGE ORDERS

During the performance of the Services, should the City or Contractor determine that additional work which was foreseeable is required, such work shall not be automatically awarded through change orders. However, the City reserves the right to award additional work which was foreseeable to the Contractor when doing so is in the best interest of the City. All such awards are and will remain subject to necessary approval(s).

ORDINANCE NO. 4, 2017

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF LAWRENCE,
INDIANA ESTABLISHING A POLICY TO PROMOTE UTILIZATION OF MINORITY-
OWNED, WOMEN-OWNED, VETERAN-OWNED AND
DISABILITY-OWNED BUSINESS ENTERPRISES FOR PUBLIC WORKS PROJECTS,
PROCUREMENT OF GOODS, AND SERVICES IN THE CITY OF LAWRENCE**

WHEREAS, the City of Lawrence, Indiana (the "City") welcomes and promotes diversity among its citizens and businesses, and affirms its commitment to diversity in all areas of the City; and

WHEREAS, the City recognizes that effective government operations should reflect the diversity of the individuals and entities the City serves; and

WHEREAS, it is the policy of the City to provide an equal opportunity for all businesses to participate in the City's contracting process for public works projects, procurement of goods, and services; and

WHEREAS, the City should actively promote the increased utilization of minority-owned, women-owned, veteran-owned and disability-owned businesses in contracting for public works projects, procurement of goods, and services.

NOW THEREFORE, BE IT ORDAINED, by the Common Council of the City of Lawrence, Indiana that:

SECTION 1. It has long been the policy of the City of Lawrence, Indiana to provide equal opportunity for any business to compete for City contracts, and that the City not unlawfully discriminate against any person or business in the award or execution of any contract for public works projects, procurement of goods, and services.

SECTION 2. In an effort to promote an environment of inclusion in the community, the City intends to meaningfully increase opportunities for the participation by minority-owned, women-owned, veteran-owned and disability-owned businesses in City public works projects, procurement of goods, and services. Therefore, it is hereby formally declared as a policy of the City to promote participation of existing and operating Minority-Owned Business Enterprises, Woman-Owned Business Enterprises, Veteran-Owned Business Enterprises, and Disability-Owned Business Enterprises in the procurement and contracting processes for public works projects, procurement of goods, and services. These goals should be achievable through reasonable and good faith efforts.

SECTION 3. The term "Minority-Owned Business Enterprise" means any minority-owned business which has been certified by the Indiana Department of Administration's Minority and Women's Business Enterprises Division under the requirements of IC § 4-13-16.5 and 25 IAC 5.

SECTION 4. The term "Woman-Owned Business Enterprise" means any woman-owned business which has been certified by the Indiana Department of Administration's Minority and Women's Business Enterprises Division under the requirements of IC 4-13-16.5 and 25 IAC 5.

SECTION 5. The term "Veteran-Owned Business Enterprise" means any veteran-owned business which has been registered with the U.S. Department of Veterans Affairs' Office of Small & Disadvantaged Business Utilization, or certified by the Indiana Department of Administration under the requirements of IC 5-22-14.5-3.5 and 25 IAC 9.

SECTION 6. The term "Disability-Owned Business Enterprise" means any business enterprise that is at least fifty-one percent (51%) owned and controlled by a socially disadvantaged individual or individuals, and certified by the City of Indianapolis' Office of Disability Affairs.

SECTION 7. It is the policy of the City to strive to achieve the following goals:

- (1) To utilize Minority-Owned Business Enterprises for public works projects, procurement of goods, and services for the City in a dollar amount equal to at least fifteen (15) percent of monies spent by the City.
- (2) To utilize Woman-Owned Business Enterprises for public works projects, procurement of goods, and services for the City in a dollar amount equal to at least eight (8) percent of monies spent by the City.
- (3) To utilize Veteran-Owned Business Enterprises for public works projects, procurement of goods, and services for the City in a dollar amount equal to at least three (3) percent of monies spent by the City.
- (4) To utilize Disability-Owned Business Enterprises for public works projects, procurement of goods, and services for the City in a dollar amount equal to at least one (1) percent of monies spent by the City.

SECTION 8. Beginning in 2017, on August 1st of each year, the Mayor (or the Mayor's designee) shall provide a report summarizing Minority-Owned Business Enterprise, Woman-Owned Business Enterprise, Veteran-Owned Business Enterprise, and Disability-Owned Business Enterprise participation in public works contracts during the current and prior fiscal year to the Common Council.

SECTION 9. In the event any one or more of the provisions contained in this Ordinance should be held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired and shall remain in full force and effect, and in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision will be added as a part of this Ordinance that is as similar to the illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

SECTION 10. All ordinances or parts thereof in conflict with the terms and conditions of this Ordinance are hereby repealed and replaced to the extent of the conflict.

SECTION 11. This Ordinance shall be in full force and effect from and after its passage and compliance with Ind. Code § 36-3-4-14.

ADOPTED this 19th day of April, 2017.

Attest: Kathleen A. Walton
Kathleen A. Walton,
City Clerk

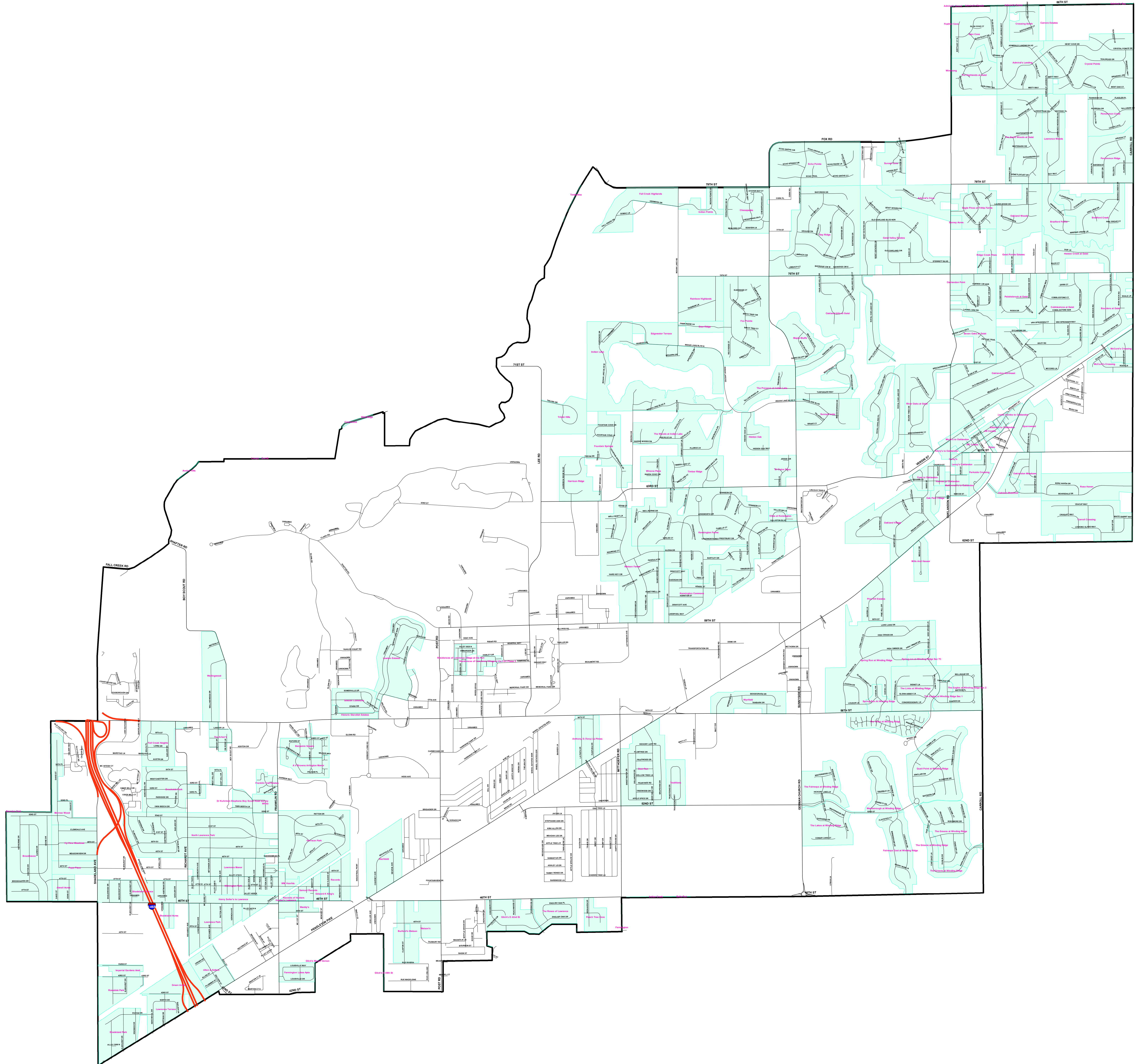
Joseph William
Presiding Officer

Presented by me to the Mayor of the City of Lawrence, Indiana, this 19th day of April, 2017.

Kathleen A. Walton
Kathleen A. Walton, City Clerk

Presented to me and signed this 19 day of April, 2017.

Steven K. Collier
Steven K. Collier, Mayor



Legend

Centerlines

— <all other values>

TFARE

— OTHER

— FREEWAY

— LOCAL STREET

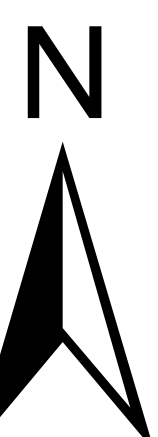
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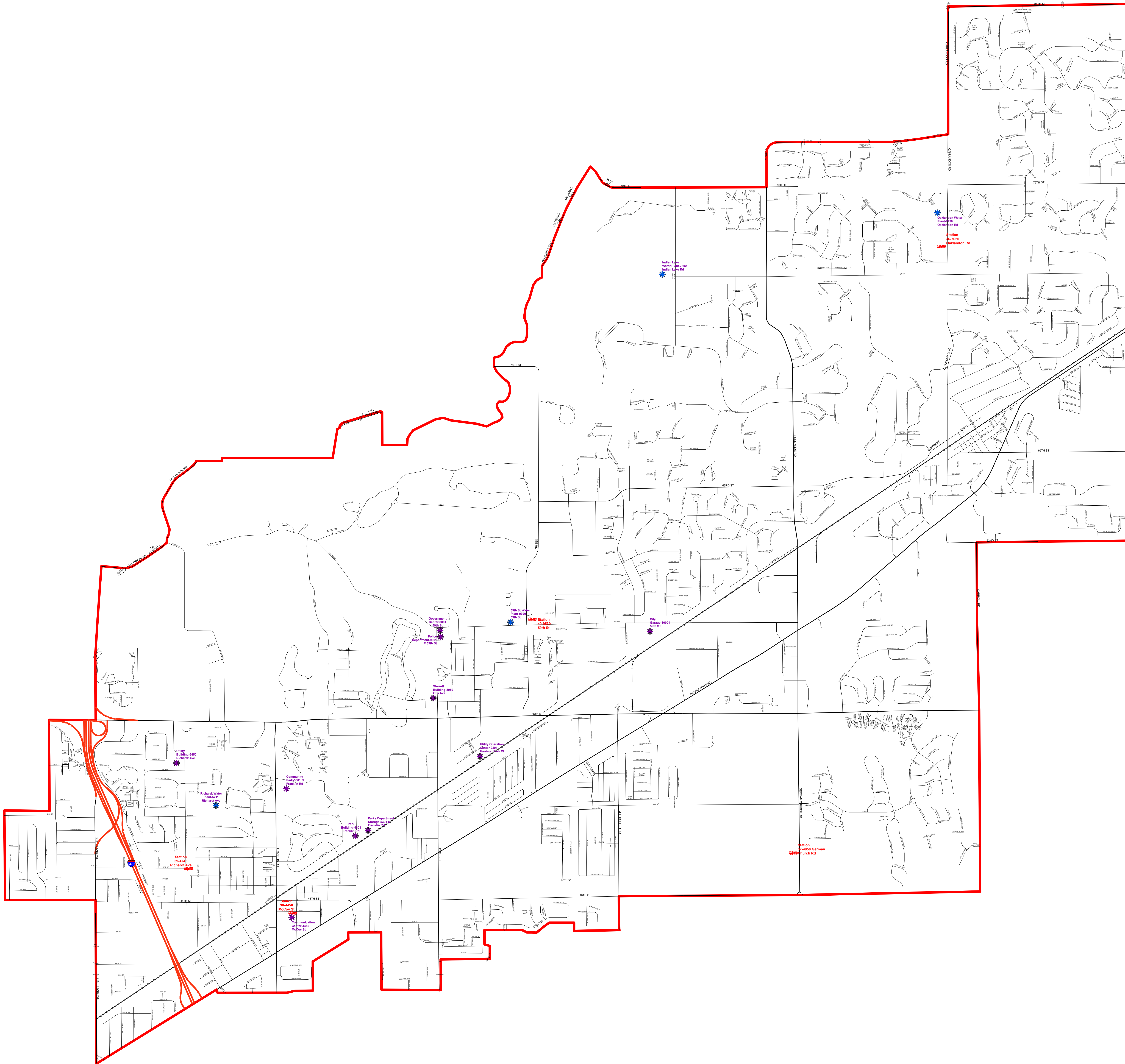
— PRIMARY COLLECTOR

— SECONDARY ARTERIAL

Common_Subdivisions

City_Border_Merge





Legend

<all other values>

City Assets

- * 59th St Water Plant-9390 59th St
- * City Garage-10001 59th St
- * Communication Center-4450 McCoy St
- * Community Park-5301 N Franklin Rd
- * Government Center-9001 59th St
- * Indian Lake Water Plant-7502 Indian Lake Rd
- * Oaklandon Water Plant-7750 Oaklandon Rd
- * Park Building-5301 Franklin Rd
- * Parks Department Storage-5301 N Franklin Rd
- * Police Department-9001 E 59th St
- * Richardt Water Plant-5211 Richardt Ave
- * Sterrett Building-8950 Otis Ave
- * Utility Building-5450 Richardt Ave
- * Utility Operation Center-9201 Harrison Park Ct
- * Fire_Stations

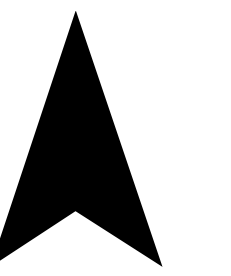
Centerlines

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TFARE

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- COLLECTOR/LOCAL STREET
- FREEWAY
- PRIMARY ARTERIAL
- SECONDARY ARTERIAL
- SECONDARY ARTERIAL (2 LANE)
- Railroad
- City_Border

N



1 inch = 1,000 feet

April 2016

City of Lawrence

Trash Pickup Days



Legend

Centerlines
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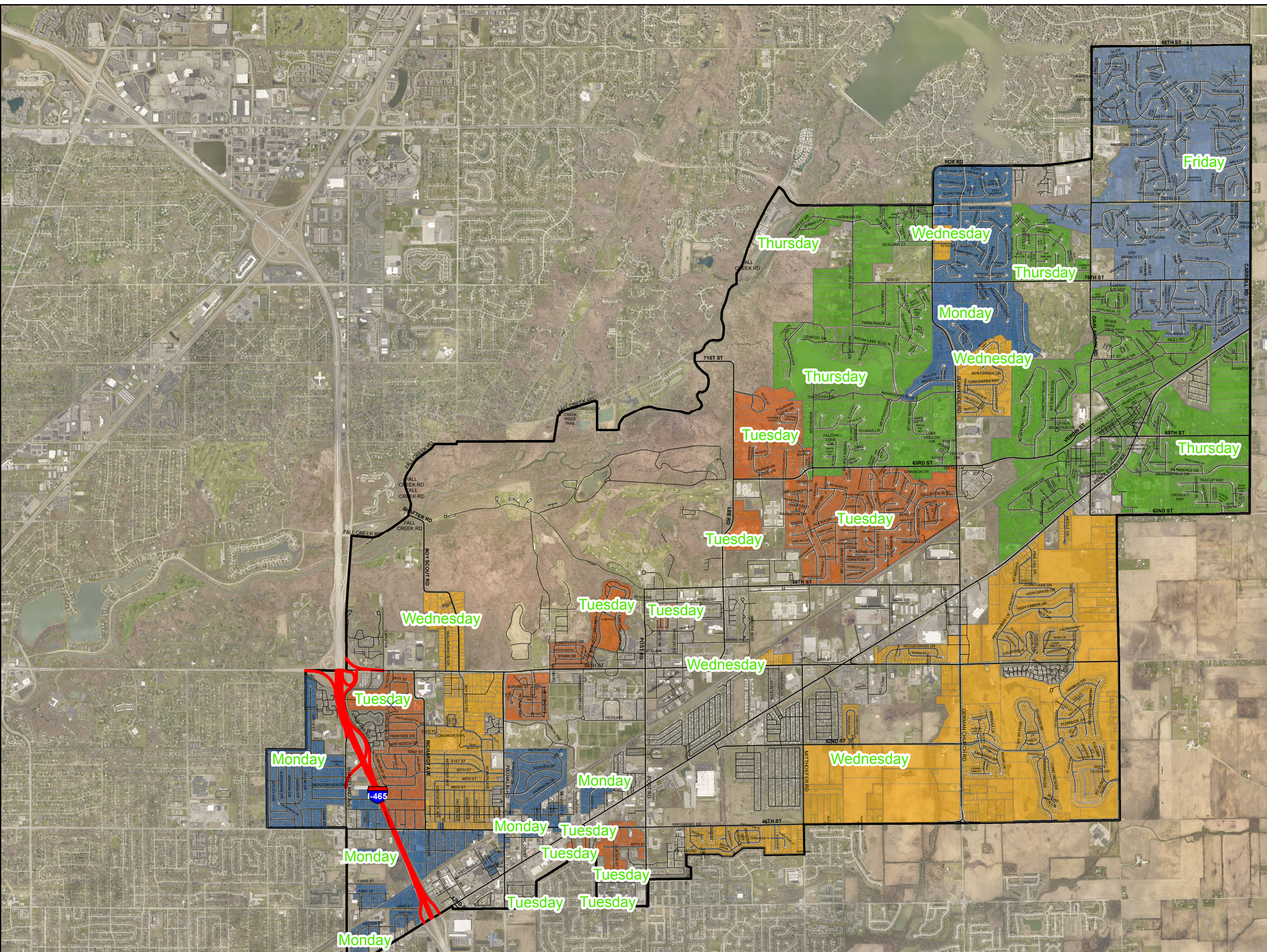
STREET TYPE

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- LOCAL STREET
- PRIMARY ARTERIAL
- PRIMARY COLLECTOR
- SECONDARY ARTERIAL

Trash_Pickup_Days
 □ <all other values>

Trash_Pickup_Day

- Friday
- Monday
- Thursday
- Tuesday
- Wednesday
- City_Border



E-VERIFY AFFIDAVIT

Pursuant to Ind. Code § 22-5-1.7-11, _____, by entering into a contract with the City of Lawrence, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. _____ is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

By executing below, the undersigned affirms that _____ does not knowingly employ an unauthorized alien and further affirms that, prior to entering into a contract with the City of Lawrence (if selected pursuant to the Request for Proposals), _____ will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Respondent: _____

By (signature): _____

Printed name: _____

Title: _____

COMBINATION/AGREEMENT AFFIRMATION

The undersigned affirms, under penalties for perjury, that the undersigned has not entered into a combination or agreement relative to the price to be offered, to prevent a person from making an offer, or to induce a person to refrain from making an offer. The undersigned affirms that this offer is made without reference to any other offer.

Respondent: _____

By (signature): _____

Printed name: _____

Title: _____