



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

B3-8-7123

9/27

DS

1. EDS Number: B3-8-7123	2. Date prepared: 8/3/2007
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3. CONTRACTS & LEASES

☒ Professional/Personal Services	☐ Contract for procured Services
☐ Grant	☐ Maintenance
☐ Lease	☐ License Agreement
☐ Attorney	☐ Amendment#
☐ MOU	☐ Renewal #
☐ QPA	☐ Other

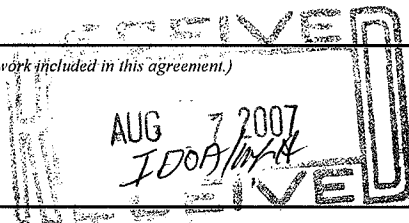
FISCAL INFORMATION

4. Account Number:	5. Account Name:
6. Total amount this action: \$0.00	7. New contract total: \$0.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2008	\$0.00
Year	\$
Year	\$
Year	\$

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 7/1/2007	12. To (month, day, year): 6/30/2008
13. Method of source selection:	
☒ Bid/Quotation	☐ Negotiated
☐ RFP#	☐ Emergency
☐ Other (specify)	☐ Special Procurement

AGENCY INFORMATION	
14. Name of agency: Putnamville Corr Facility	15. Requisition Number: 0000007123
16. Address: 1946 WEST U.S 40 GREENCASTLE, IN 46135	
AGENCY CONTACT INFORMATION	
17. Name: David Gudal	18. Telephone #: 317/232-3468
19. E-mail address: dgudal@idoa.in.gov	
COURIER INFORMATION	
20. Name: Margo Hood	21. Telephone #: 317-232-3032 3034
22. E-mail address: mhood@idoa.in.gov	
VENDOR INFORMATION	
23. Vendor ID # 0000054452	
24. Name: REPUBLIC SERVICES OF IND INC	25. Telephone #: N/A
26. Address: PO BOX 9001824 LOUISVILLE, KY 40290-1824	
27. E-mail address: N/A	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations must be registered) ☒ Yes ☐ No	
29. Primary Vendor: M/WBE Minority: ☐ Yes ☒ No Women: ☐ Yes ☒ No	30. If yes, list the %: Minority: % Women: %
31. Sub Vendor: M/WBE Minority: ☐ Yes ☒ No Women: ☐ Yes ☒ No	32. If yes, list the %: Minority: % Women: %
33. Is there Renewal Language in ☒ Yes ☐ No	34. Is there a "Termination for Convenience" clause in the document? ☒ Yes ☐ No
35. Will the attached document involve data processing or telecommunications systems Yes: IOT or Delegate has signed off on contract	
36. Statutory Authority (Cite applicable Indiana or Federal Codes): IC 8-15.7-4	
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) Service is needed to haul and remove trash from DOC facility on a scheduled basis	
38. Justification of vendor selection and determination of price reasonableness: Vendor was selected via the bid process for trash services for Putnamville Correctional Facility	
39. If this contract is submitted late, please explain why: (Required if more than 30 days late.) N/A	
40. Agency fiscal officer or representative approval	41. Date Approved
42. Budget agency approval	43. Date Approved
44. Attorney General's Office approval	45. Date Approved
46. Agency representative receiving from AG	47. Date Approved



RECEIVED

AUG 13 2007

DOAG-ADVISORY



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Contract Amendment # 1 /Renewal # 1

This is an Amendment/Renewal to the Contract entered into by and between Putnamville Correctional Facility (hereinafter referred to as "State") and Republic Waste Services of Indiana (hereinafter referred to as "Contractor") dated February 1, 2005. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the existing contract as follows:

Line item #3 for services on three (3) – six (6) yard dumpsters needs to be omitted from the renewal contract. We no longer need these services.

The vendor name shall be switched from Refuse Handling Services, Inc. 525 West Columbia Street, Greencastle, IN 46135 to Republic Waste Services of Indiana, P.O. Box 9001824, Louisville, KY 40290-1824

To replace the existing Compliance with Laws, Information Technology Accessibility, and Payments clauses with the following:

Compliance with Laws

A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12.

C. The Contractor certifies by entering into this Contract, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Contractor agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current or pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Contractor agrees that the State may delay, withhold, or deny work under any Supplement or contractual device issued pursuant to this Contract and any supplements or amendments.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

F. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

G. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination of the Agreement and denial of further work with the State.

H. The Contractor hereby affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

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I. As required by IC 5-22-3-7:

(1) the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations], or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

Information Technology Enterprise Architecture Requirements

If Contractor provides any information technology related products or services to the State, Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are online at <http://iot.in.gov/architecture/>. Contractor specifically agrees that all hardware, software, and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this contract for default if Contractor fails to cure a breach of this provision within a reasonable time.

Payments

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are subject of this Contract except as permitted by IC 4-13-2-20.

Further pursuant to the original contract renewal clause the State hereby exercises its option to renew this contract under the same terms and conditions of the original contract dated February 1, 2005 to include the above named amendment. The contract term shall commence on February 1, 2005 and shall terminate January 31, 2009.

Total amount of this action is \$121,280.16. Total remuneration of this contract is not to exceed \$249,688.32.

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

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In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

Contractor:

Signature: [Signature]Printed Name: James SaxeTitle: Sales MgrDate: 1/24/07

State of Indiana Agency
Putnamville Correctional Facility

Signature: [Signature]Printed Name: ALC [Signature]Title: SuperintendentDate: 2/1/07

Indiana Office of Technology

N/A

Gerry Weaver

Chief Information Officer

Date: _____

Department of Administration

[Signature]
Carrie Henderson

Commissioner

Date: 02-02-07

State Budget Agency

[Signature] FOR~~Charles E. Schaffner~~ Christopher A. Ruhl

Director

Date: 8/9/07

Office of the Attorney General

[Signature] FOR

Stephen Carter

Attorney General

Date: 8-24-07