



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.

1. EDS Number: A249-6-615-6007		2. Date prepared: 7/7/2006	
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: 4000-108070		5. Account Name: Operating	
6. Total amount this action: \$10,602.00		7. New contract total: \$10,602.00	
8. Revenue generated this action: \$0.01		9. Revenue generated total contract: \$0.01	
10. New total amount for each fiscal year : Year 2006 \$ 10,602.00 Year _____ \$ _____ Year _____ \$ _____ Year _____ \$ _____			
TIME PERIOD COVERED IN THIS EDS			
11. From (month, day, year): 5/1/2006		12. To (month, day, year): 4/30/2007	
13. Method of source selection: _____ Negotiated ☒ Bid/Quotation _____ Emergency _____ Special Procurement _____ RFP# _____ _____ Other (specify) _____			
14. Name of agency: Indiana Dept of Transportation			
15. Requisition Number: 615RQ06600			
16. Address: Dept. of Transportation Internal Affairs Division 100 N SENATE AVE RM N730 INDIANAPOLIS, IN 46204			
AGENCY CONTACT INFORMATION			
17. Name: Diana Poturalski		18. Telephone #: 232-5556	
19. E-mail address: dpoturalski@indot.state.in.us			
COURIER INFORMATION			
20. Name: Betty Unger		21. Telephone #: 232-5401	
22. E-mail address: bunger@indot.state.in.us			
VENDOR INFORMATION			
23. Vendor ID # 0000054452			
24. Name: REPUBLIC SERVICES OF IND INC		25. Telephone #: 317-917-7302	
26. Address: 10000 E 56TH STREET P O BOX 36098 INDIANAPOLIS, IN 46236			
27. E-mail address:			
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 the document? ☒ 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(s)? _____ Yes: IOT or Delegate has signed off on contract			
36. Statutory Authority (Cite applicable Indiana or Federal Codes): 105 IAC 12			
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) Provide trash removal services to the Cloverdale Subdistrict.			
38. Justification of vendor selection and determination of price reasonableness: Low bid meeting specifications.			
39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)			
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	

DEPARTMENT OF TRANSPORTATION - PROCUREMENT SECTION
AWARD RECOMMENDATION

Buyer: **Betty Unger**

Date: **3/7/2006**

RQ / Invitation #: **615RQ066007**

Estimated Amount: **\$ 9700.00**

Does the recommendation exceed the
estimate by more than 10%? Yes ☐ No ☐

Procurement Method Used:

☒ Bid: ☐ Special Procurement:
☐ State-Use ☐ Request for Proposal

☐ Contract Renewal: ☐ PEN Products
☐ Other: _____

Approvals and/or Attachments:

☐ DOA trade-in approval
☐ Legal advertisement
☒ Secretary of State Registration
☒ Dept of Revenue
☒ Dept of Workforce Development
☒ PDF bid tabulation
☐ QPA price comparison
☒ EDS form
☒ Contract (original signatures) with attachments
☐ Contract (copy) with attachments & all
applicable amendments (copy), if renewing

☒ Copy of Bid Package (include Telephone & Direct Deposit
language)
☐ Direct Deposit form submitted to Accounting
☐ Drug-free certification (>\$25,000)
☐ Recycled Product(s) – PURCHASES ONLY (in Excel file)
☒ MBE / WBE file (in Excel file)
☐ Contract lease info. (in Excel file)
☐ Preferences (in Excel file)
☐ MBE/WBE Subcontracting – Plan Approved
☐ MBE/WBE Subcontracting – Waiver Approved

Recommend award to: . Republic Services of Indiana LP

**Low bid submitted by Republic Services of Indiana LP in the amount of \$10,602.00 meets specifications.
Bid is recommended for award.**

Approved by Department of Administration **3-15-06**

Earla A. Goode FOR
EARLA. GOODE, COMMISSIONER

Approved by State Budget Agency

Joseph L. Rice **3/17/06**

Approved as for Form and Legality:

Daniel S. Semb
Attorney General of Indiana / Date: **3/31/06**

Recommended by / Date:

Betty Unger **3-8-06**
Approved by / Date: *Deborah* **3-8-06**

TRASH REMOVAL SERVICES

This Contract, entered into by and between the Indiana Department of Transportation (hereinafter referred to as "State") and **Republic Services of Indiana, LP** (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:

1. **Duties of Contractor.** The Contractor shall provide the services set forth on Exhibit A, attached hereto and incorporated herein (the "Services") **AND** the Contractor shall provide the following services relative to this Contract:
 - a) The Contractor will furnish all labor, equipment, insurance, landfill charges and other expenses required for the removal of trash.
 - b) All equipment used and disposal of trash will be in accordance with applicable federal, state and local laws, ordinances, rules and regulations. Contractor specifically covenants that it shall dispose trash only at a properly permitted and licensed landfill or dump.
 - c) Pickups shall be made during regular working hours between **7:30** a.m. and **3:30** p.m.
 - d) An INDOT representative will confirm receipt of service with Contractor's representative at the time of pickup.
 - e) Payment for the services provided will be made on a monthly basis in arrears. Payment will be made upon completion of service and receipt of invoice and the required supporting documentation. Contractor shall not submit claims for payment until services have been performed.
 - f) Contractor shall furnish all dumpsters.
 - g) Contractor shall provide requester (Division, District, Subdistrict and/or designee), within **Thirty (30)** days of purchase order issuance, a statement (on Contractor's letterhead) indicating the final disposition of the trash removed from INDOT facilities during the term of this Contract. This statement shall be certified by an officer or an representative authorized to bind Contractor. The statement shall include the following: 1) landfill name, 2) address (street, city, state and zip code), 3) county, 4) operating permit number, 5) purchase order number and 6) INDOT location from which the trash was removed. If the Contractor changes landfills during the term of this Contract, the Contractor shall notify INDOT of said change and effective date within **fourteen (14)** days, providing the same information as requested herein.
 - h) The quantities shown for extra trash pick-ups are those which are estimated to be requested during the Contract period. INDOT may require more or less extra trash pick-ups than the amount estimated.
2. **Consideration.** Contractor will be paid, in arrears, as set forth on Exhibit **A**, attached hereto and incorporated herein. The total remuneration under this Contract shall not exceed **\$10,602.00**.

3. **Term.** This Contract shall be effective for a period of twelve (12) months. It shall commence on May 1, 2006 or date of final State approval, whichever is later, and shall terminate on April 30, 2007 or twelve months after date of final approval, whichever is later.
4. **Renewal Option.** The State has the option to extend the length of this Contract for an additional period of one (1) successive twelve (12) month periods after the expiration of the original term, and subject to the same terms and conditions set forth in this Contract.
- Exercise of this option is at the sole discretion of the State and is not subject to agreement or acceptance by the Contractor. Notice of renewal will be sent to the Contractor at least thirty (30) days before the expiration date of this Contract. The term of the renewed Contract may not be longer than the term of this original Contract.
5. **Access to Records.** The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract term, and for three (3) years from the date of final payment under this Contract, for inspection by the State or by any other authorized designees. Copies shall be furnished at no cost to the State if requested.
6. **Assignment; Successors.** The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that Contractor gives written notice (including evidence of such assignment) to the State sixty (60) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one (1) party.
7. **Audits.** Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, et. seq. and audit guidelines specified by the State.
8. **Authority to Bind Contractor.** The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed and is not subject to home office acceptance when accepted by the State of Indiana.
9. **Changes in Work.** The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.
10. **Compliance with Laws.** The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are incorporated by reference. The enactment of any state or federal statute or the promulgation of 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.

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.

The Contractor warrants that it has no current 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.

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 Transportation (INDOT) following the procedures for disputes outlined herein. A determination by INDOT shall be binding on the parties.

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.

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 is a material breach of the Contract and grounds for immediate termination of the Contract and denial of further work with the State.

Contractor agrees that the State may confirm, at any time, that no liabilities exist to the State of Indiana, and, if such liabilities are discovered, that State may bar Contractor from contracting with the State in the future, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases, until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

11. **Compliance with Telephone Solicitations Act:** 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.
12. **Condition of Payment.** All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of federal, state, or local law.
13. **Conflict of Interest.**
 - a) As used in this section:

“Immediate family” means the spouse and the unemancipated children of an individual.

“Interested party,” means:

1. The individual executing this Contract;
2. An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

“Department” means the Indiana Department of Transportation.

“Commission” means the State Ethics Commission.

- b) The Department may cancel this Contract without recourse by Contractor if any interested party is an employee of the State of Indiana.
- c) The Department will not exercise its right of cancellation under section b), above, if the Contractor gives the Department an opinion by the Commission indicating that the existence of this Contract and the employment by the State of Indiana of the interested party does not violate any statute or rule relating to ethical conduct of state employees. The Department may take action, including cancellation of this Contract, consistent with an opinion of the Commission obtained under this section.
- d) Contractor has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.

14. Debarment and Suspension. Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term “principal”, for purposes of this Contract, 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. The Contractor also further certifies that it has verified the suspension and debarment status for all sub-contractors receiving funds under this Contract and is solely responsible for any paybacks and or penalties that might arise from non-compliance.

15. Default by State. If the State, sixty (60) days after written notice, fails to correct or cure any breach of this Contract, then Contractor may cancel and terminate this Contract and collect all monies due up to and including the date of termination.

16. Disputes. a) Should any disputes arise with respect to this Contract, Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

b) The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs. If the State and the Contractor cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Transportation. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State

within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.

The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the dispute resolution procedure contained herein.

17. **Drug-Free Workplace Certification.** The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor has been convicted of a criminal drug violation occurring in the Contractor's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total Contract amount set forth in this Contract is in excess of \$25,000.00, Contractor hereby further agrees that this Contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the State is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000.00. No award of a Contract shall be made, and no Contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of this Contract as part of the Contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- a) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- b) Establishing a drug-free awareness program to inform employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- c) Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

- d) Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (c)(2) above, or otherwise receiving actual notice of such conviction;
- e) Within thirty (30) days after receiving notice under subdivision (c)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- f) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

18. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a “Force Majeure Event”), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

19. Funding Cancellation. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

20. Governing Laws. This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

21. Indemnification. Contractor agrees to indemnify, defend, and hold harmless the State of Indiana and its agents, officials, and employees from all claims and suits including court costs, attorney’s fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any. The State shall **not** provide such indemnification to the Contractor.

22. Independent Contractor. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and workers’ compensation insurance for the Contractor’s employees.

23. Insurance.

- a) The Contractor shall secure and keep in force during the term of this contract, the following insurance coverages, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from this Contract:

- 1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of \$500,000 per person and \$1,000,000 per occurrence unless additional coverage is required by the State.
 - 2) Automobile liability with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
 - 3) The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative, a certificate of insurance prior to the commencement of this Contract. Workers compensation coverage meeting all statutory requirements of IC 22-3-2. In addition, an "all states endorsement" covering claims occurring outside the State of Indiana if any of the services provided under this Contract involve work outside the State of Indiana.
- b) The Contractor's insurance coverage must meet the following additional requirements:
- 1) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
 - 2) The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contractor shall not be limited by the insurance required in this Contract.
 - 3) The insurance required in the Contract, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State representative.
 - 4) Failure to provide insurance as required in this Contract is material breach of contract entitling the State to immediately terminate this Contract.

The Contractor shall furnish a certificate of insurance and all endorsements to the undersigned State representative prior to the commencement of this Contract.

- 24. Licenses and Permits.** The parties agree that Contractor and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws or regulations governing services to be provided by the Contractor pursuant to this Contract. In particular, Contractor covenants, warrants and represents that all of its vehicles used in the performance of this Contract shall be properly licensed, registered and permitted for the work performed. Contractor further covenants, warrants, represents that it shall dispose of trash collected pursuant to this Contract only at facilities properly licensed and permitted to accept such disposal. The State shall not be required to reimburse Contractor for any services performed in the absence of compliance with permits, licenses, standards, or applicable laws, or regulations. If licensure, certification or accreditation expires or is revoked, Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.
- 25. Merger & Modification.** The Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this contract. This Contract may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all necessary parties.
- 26. Minority and Women Business Enterprise Compliance.** The Contractor agrees to comply fully with the provisions of the Contractor's MBE/WBE participation plans, and agrees to comply with all Minority and Women Business Enterprise statutory and administrative code requirements and obligations, including IC 4-13-16.5 and 25 IAC 5.

The Contractor further agrees to cooperate fully with the minority and women's business enterprise division to facilitate the promotion, monitoring, and enforcement of the policies and goals of MBE/WBE program including any and all assessments, compliance reviews and audits that may be required.

27. **Nondiscrimination.** Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Contractor and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Contract. The Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of Contract. The Contractor's execution of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

The Contractor understands that the State is a recipient of federal funds. Pursuant to that understanding, the Contractor and its subcontractor, if any, agree that if the Contractor employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the Contractor will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The Contractor shall comply with Section 202 of Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of this Contract.

28. **Notices to Parties.** Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised:

Notices to the State shall be sent to:

Cloverdale Subdistrict Debra Rumley

PO BOX 749

Cloverdale, IN 46120

765-795-6826

Notices to the Contractor shall be sent to:

James Saxe c/o Republic Services of Indiana, LP

832 Langsdale Ave

Indianapolis, IN 46202

29. **Order of Precedence.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract; (2) the State's Invitation for Bid; (3) attachments prepared by the State; (4) Contractor's response to the State's Invitation for Bid; and, (5) attachments prepared by the Contractor.

30. **Payments.** All payment obligations shall be made in arrears in accordance with Indiana law, in part, IC 4-13-2-20 and state fiscal policies and procedures.

As required by IC 4-13-2-14.8: Notwithstanding any other law, rule, or custom, a person or company whom has a contract with the State or submits invoices to the state for payment shall authorize in writing the direct deposit by electronic funds transfer of all payments by the state to the person or company. The written authorization must designate a financial institution and an account number to which all

payments are to be credit. For forms and additional information, the contractor may visit the Auditor of State's website at www.in.gov/auditor/forms.

31. **Penalties/Interest/Attorney's Fees.** The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana and shall not be based on funding from federal or other sources.

32. **Registration with the Secretary of State.** The Contractor certifies that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
33. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provision of this Contract.
34. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.
35. **Taxes.** The State of Indiana is exempt from state, federal, and local taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.
36. **Termination for Convenience.** This Contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which termination of performance becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made the Contractor exceed the original Contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.
37. **Termination for Default.**
- a) With the provision of thirty (30) days notice to the Contractor, the State may terminate this Contract in whole or in part, if the Contractor **fails to**:
 - 1) Correct or cure any breach of this Contract;
 - 2) Deliver the supplies or perform the services within the time specified in this Contract or any extension;
 - 3) Make progress so as to endanger performance of this Contract; or
 - 4) Perform any of the other provisions of this Contract.
 - b) If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
 - c) The State shall pay the Contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials

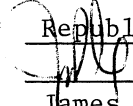
delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

- d) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract.

38. **Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived and no breach of this Contract excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.
39. **Work Standards.** The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and Contractor shall grant such request.
40. **Ethics Compliance.** 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 05-12, dated January 12, 2005. 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/>. 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.
41. **Non-Collusion and Acceptance.** The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, 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 Contract other than that which appears upon the face of this Contract.

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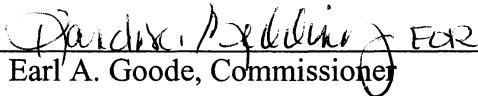
In Witness Whereof, Contractor and the State have, through duly authorized representatives, entered into this Contract. The parties, having read and understand the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

Company Name: Republic Services of Indiana, LP
Signature: 
Printed Name: James Saxe
Title: Sales Manager
Date: 2/28/06

Indiana Department of Transportation

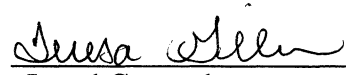
Bernard M. Seel, Deputy Commissioner of Finance
FOR: Thomas O. Sharp, Commissioner
Date: _____

State Budget Agency
 FOR
Charles E. Schalliol, Director
Date: 3/7/06

Indiana Department of Administration
 FOR
Earl A. Goode, Commissioner
Date: 3-15-06

APPROVED AS TO FORM AND LEGALITY
Office of the Attorney General
 FOR
Stephen Carter
Attorney General
Date: 3/31/06

This Trash Removal Service Contract is authorized by IC 8-23-2-6 and IC 5-22-2-4.

This instrument was prepared by Teresa Giller, INDOT Attorney on 3/9/06. 
Legal Counsel

**PROVISIONS FOR THE SANITATION SERVICE FOR
EXHIBIT A – Cloverdale Subdistrict and Units RQ # 615RQ066007**

Location	No. of Containers	Size of Container (Cubic Yard)	Frequency of Service	Term Period	No. of Months	Unit Price per Month (unit price X's frequency)	Price per Year
I-70 Rest Park Eastbound, located 1 mile west of SR 267 & I-70	3 ea.	6 cu. yd 3 containers with lids	Once per week	Feb., March, Oct., Nov. , Dec and Jan	6 mos.	\$195.00	\$1,170.00
	3 ea.	6 cu. yd 3 containers with lids	Twice per week	April, May, June, July, August, and September	6 mos.	\$340.00	\$2,040.00
I-70 Rest Park Westbound, located 1 mile west of SR 267 & I-70	3 ea.	6 cu. yd 3 containers with lids	Once per week	Feb., March, Oct., Nov. , Dec and Jan	6 mos.	\$195.00	\$1,170.00
	3 ea.	6 cu. yd 3 containers with lids	Twice per week	April, May, June, July, August, and September	6 mos.	\$340.00	\$2,040.00
Cloverdale Subdistrict located Northeast corner of I-70 and US 231	1 ea.	6 cu. yd containers with lids	Once per week	May thru April	12 mos.	\$60.00	\$720.00
Bainbridge Unit, located 1.4 mi. E of US 36 on US 231	1 ea.	6 cu. yd containers with lids	Once per week	May thru April	12 mos.	\$60.00	\$720.00
Plainfield Unit, located 1 mi S of US 40 on South Center Street, Plainfield, IN	1 ea.	6 cu. yd containers with lids	Once per week	May thru April	12 mos.	\$71.00	\$852.00
TOTAL AMOUNT							\$8,712.00

Extra pickups as requested for the following locations:

Cloverdale Subdistrict and Units RQ # 615RQ066007

Location	No. of Extra Pickups	Size of Container	Unit Price for Extra Pickup	Total for Extra Pickups
Cloverdale Subdistrict	10	6 cu. yd	\$63.00	\$630.00
Bainbridge Unit	10	6 cu. yd	\$63.00	\$630.00
Plainfield Unit	10	6 cu. yd	\$63.00	\$630.00
			Total Amount	\$1,890.00

TOTAL BID AMOUNT \$10,602.00