**INFORMAL**

**REQUEST FOR QUOTES**

**RFQ-01-006-18**

**TRASH AND DEBRIS**

June 13, 2018

**NOTICE TO VENDORS**

The Building Commission is in need of a price quote to complete the 2018 Trash and Debris Removal Services at various locations in the City of Evansville, Indiana.

If you have any questions or need more information, please contact Crystal Harper, Code Enforcement Coordinator, City of Evansville Building Commission located at 1 NW Martin Luther King Jr. Blvd., Room 310, Evansville, Indiana 47708 or phone 436-7868.

Please deliver by hand or mail (1 NW Martin Luther King Jr. Blvd. Room 310, Evansville, Indiana 47708) or email (charper@evansville.in.gov) your quote for this project no later than 1:00 p.m. June 21, 2018.

**QUOTATIONS**

1. Quotes shall be awarded to the lowest responsive and responsible bidder taking into consideration:
2. The ability and capacity of offeror to provide the services
3. The integrity, character, and reputation of the offeror.
4. The competency and experience of the offeror.
5. Each contractor shall have all, if any, applicable federal, state or local licenses to perform the services requested herein.
6. Contractor must meet all requirements stated in this RFQ.

**RIGHT OF REJECTION**

The City reserves the right to reject any one or all quotes, or any part of any quote, to waive any informality in any quote, and to award the purchase in the best interest of the City. Furthermore, the City reserves the right to hold the quote of the three (3) lowest vendors for a period of ninety (90) calendar days from the time of the due date of quote.

**QUOTE SUBMITTAL**

1. ALL QUOTES MUST BE RECEIVED ON OR BEFORE THE TIME AND DATE INDICATED IN THE NOTICE TO VENDORS. The responsibility for submitting quotes to the City is solely that of the Vendor. The City will not be responsible for delays in mail delivery or delays caused by any other occurrence. Late quotes will not be accepted or considered.
2. The Vendor shall submit their quote on the attached Quote Tabulation Page, supplying all the required information. Failure to comply with this or any other paragraph of the Instructions to Vendors shall be sufficient reason for invalidation of the quote.
3. Contract Questionnaire must also be submitted.
4. Vendors are required to provide all requested information. Failure to follow this instruction or any other instruction contained in this Request for Quotes may result in the rejection of your quote.
5. Quote modifications are not allowed.
6. All quotes must be signed by an authorized official of the firm. Quotes may be rejected if they show any omissions, alterations of form, additions not called for, conditional quote, or any exceptions or irregularities of any kind.
7. Do not include taxes in quote figures: City is exempt from sales tax. An exemption certificate will be provided upon request.

**INDEMNIFICATION**

1. The successful vendor shall indemnify and hold harmless the City and their agents and employees from and against all claims, damages, losses and expenses including attorney fees arising out of or resulting from the performance of the work; and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
2. In any and all claims against the City, or any of their agents or employees by any employee of the successful vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the successful vendor or any subcontractor under Workmen's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

**MINORITY AND WOMEN BUSINESS ENTERPRISE UTILIZATION**

The City of Evansville and Vanderburgh County is committed to achieving significant utilization of Minority and Women Business Enterprises (M/WBE) in the community’s purchasing efforts. Goals have been established to provide an atmosphere of equal opportunity for all vendors to participate in procurement opportunities including the purchasing of products, services and public works contracts. (See City of Evansville Municipal Code 3.90.110-180.)

**CONFLICT OF INTEREST DISCLOSURE**

The Conflict of Interest Disclosure Statement included herein is a condition of the quote. This form shall be filled out by the vendor even if no conflicts exist and returned with quote.

### E-VERIFY PROGRAM

Pursuant to Indiana Code 22-5-1.7-11 (b)(2) the Contractor shall provide documentation that it has enrolled and is participating in the E-Verify Program (see Indiana Legal Employment Declaration form). Contractor is required to submit proof from the E-Verify Program that it is currently enrolled in the Program. An example of confirmation is the confirmation e-mail received from E-Verify that the Contractor has successfully enrolled in E-Verify.

**EQUAL EMPLOYMENT OPPORTUNITY**

The Equal Employment Opportunity Statement included herein is a condition of the quote. The contract must be signed by the successful Vendor and the City; and the successful Vendor must comply with the equal employment opportunity condition in the execution of the contract.

**LAWS**

Vendors shall comply with all applicable Federal, State, County and City laws, ordinances and regulations applicable to the quote and performance of the contract(s).

### SPECIFICATIONS

**Vendors shall ensure that they have full understanding of the requirements for this project. After quotes have been submitted, the Vendor shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.**

**NOTICE OF AWARD**

**NOTICE:** TheBuilding Commission will recommend a bid award to the lowest and most responsive contractor. The contract shall be awarded by action of the Board of Public Safety. At bid opening, the Building Commission may ask the Board to take the bids under advisement for further review and to award at a future Board meeting.

The Building Commission shall furnish the Contractor receiving the award with notice of the award. The contractor shall be required to submit a copy of a current financial statement for their company and proof of insurance meeting the required amounts. The department will provide three signed copies of the contract. The Contractor shall sign all three copies, returning two to the Building Commission and retain one copy for their files. When all of these requirements have been met, the Building Commission will give the Contractor a Notice to Proceed.

**PERFORMANCE BOND**

The winning contractor shall be required to post a One Thousand dollar ($1000.00) Performance Bond *This bond may either be a cash bond or an insurance bond. This bond will be used to offset costs in the event the contractor “fails to perform” the services covered by this contract. The bond will be held at the City of Evansville Controllers Office until such time this contract is nullified*.

1. **GENERAL**

This section outlines the requirements for proper removal and legal disposal of trash and debris from residential, commercial, or industrial parcel within the Evansville city limits.

1. **DEFINITION**

It must be understood by the Contractor that all properties which may be cleaned under the contract are in violation of the City of Evansville’s Trash and Debris Ordinance Chapter 8.10 at the time that a cleaning work order is transmitted to the Contractor.

The contractor must be familiar with the ordinances and the definition of “trash and debris” as described in the City ordinance [8.10.010](http://www.codepublishing.com/IN/Evansville/).

“Trash and debris” refers to combustible and noncombustible waste materials. Herein the term shall include the animal and vegetable waste resulting from handling, preparation, cooking and consumption of food; the residue from burning any combustible material; paper; rags; wood; lumber not stacked and elevated 18 inches, protected from rain, and free of insects and rodents; tree branches and yard wastes (unless these materials are being incorporated into a properly managed, ongoing, permitted (if required) composting operation); tin cans; metals; household goods including but not limited to mattresses, furniture, major appliances, clothing, and other household items not intended for exposure to rain and other inclement weather; harmful chemicals; and any other material which creates a nuisance.

1. **METHOD OF ISUING CLEAN ORDERS**

Clean orders are typically issued to the Contractor for exterior property, although on occasion an interior structure clean order may be issued for trash and debris removal.

1. **DOCUMENTATION REQUIREMENTS**

The Contractor will be responsible for taking at least one (1) **“before”** DIGITAL photograph of the property before cleaning begins. The photograph shall be taken from such a vantage point that it is obvious that the property is in violation of the trash and debris ordinance. **In addition, one photograph is to be taken at curb distance for a street view of the front of the house (or property) for address identification purposes.** Upon the completion of the cleaning and removal of trash and debris, the contractor will be responsible for taking at least one (1) **“after”** photograph, from the **same** vantage point as the before photo where the debris was cleaned. The **date and time** must be stamped into or onto each photo. The contractor shall be responsible for providing a camera for their crew(s). The cost of the photographs and disks shall be included in the Contractor’s bid price for trash and debris removal services. **The submission of acceptable (“before” and “after”) photographs, in digital (CD/DVD) and paper form for each address cleaned, is required for invoice payment.**

1. **COST OF CLEANUP**

**The Contractor will be required to haul, tote, carry, sweep, rake, vacuum or use other means to remove all remnants of the trash and debris violation from the property. The Contractor shall be responsible for all off-site disposals. Upon completion of the cleaning of any property, the before and after pictures of the violation site shall reflect a fresh cleaning.**

Costs for removal of trash and debris and its legal disposal shall be included in the Contractors bid price. The Contractor will be required to clean properties of the following items including, but not limited to: yard waste, animal waste, appliances, garbage, furniture, paper, cloth, wood, glass, metals, tires, building materials, household items, hazardous, flammable and regulated waste. Hazardous, flammable and regulated waste include but are not limited to: appliances, propane tanks, gasoline tanks, acetylene tanks, paints, refrigerants, solvents, motor oil, chemicals, electronics, batteries and tires. The knowledge and practice of legal disposal and/or recovery of hazardous, flammable and regulated waste is a mandatory requirement for the Contractor. Removal of appliance doors and refrigerant recovery are the responsibility of the Contractor. Removal of downed trees may be required.

The **cost** of legal disposal of recoverable items such as, but not limited to motor oil, refrigerant, or propane, shall be submitted in the form of a valid and original receipt and included in the total of the Contractor’s invoice **as an addition**. The landfill receipt for all other materials will not qualify for reimbursement and shall be included in the total of the Contractor’s Bid Price.

The cost of cleaning the property and legal disposal shall be billed to the Building Commission at the rate indicated on the Bid and included in the Official Trash Removal Contract for up to and including the first ton. Each additional ton or partial ton removed from the same property shall be prorated based on total actual weight as determined by the landfill receipt. Each property address shall have its own and individual landfill receipt.

1. **SUBMISSION OF INVOICES**

The contractor shall furnish Building Commission with a signed and dated written invoice that lists an original invoice number, specifying the addresses of the properties that were cleaned, the date on which each were cleaned, and any other itemized information required for billing purposes. Before and after photographs, properly labeled as discussed in paragraph 4, shall be submitted with the invoice and are required for payment. Dump, recycle or recovery receipts must also be submitted along with each Invoice and have the appropriate address written on each one.

Clean Orders will be paid on a per address basis. Multiple Clean Orders can be submitted on a single invoice.

**NOTE**: **No show-up fee will be paid to the Contractor, where a clean order has been issued, yet the violation was corrected prior to arrival of the Contractor.**

1. **EXTREME AMOUNTS OF TRASH OR DEBRIS**

The Contractor will contact the Exterior Property Supervisor when they encounter an issued address containing an extreme amount of trash and debris (estimated greater than two (2) tons), or when large equipment will be required to clear a parcel. A written estimate from the Contractor will be required and written approval from the Exterior Property Supervisor shall be issued in order to proceed if additional equipment is required to perform work.

### CONTRACTOR'S INSURANCE

The Contractor shall not commence any Work under this Contract until they have obtained insurance of the types and in the amounts required by this Section, nor shall the Contractor allow any Subcontractor(s) to commence any Work on his Subcontract until all insurance required of the Subcontractor(s) has been obtained. The Contractor shall be responsible for verifying the acquisition and maintenance of said insurance by any Subcontractor(s) hired by the Contractor. The Contractor shall name the City of Evansville as an additional insured to all insurance contracts procured by the Contractor in accordance with this Section. The Contractor shall be solely responsible for the payment of all premiums associated with any insurance required by Owner, and the Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not the Owner is an insured under the policy. The Contractor shall advise all Subcontractor(s) of the requirements set forth above.

Commercial General Liability Insurance: The Contractor shall furnish and maintain, at the Contractor's expense during the life of the Contract, such Commercial General Liability Insurance as shall protect him, the Owner, as an additional insured, and any Subcontractor(s) performing Work under this Contract, from claims for damage for personal injury, occupational sickness or disease, including accidental death, as well as the claims for property damage, which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor(s), or by any one directly or indirectly employed by either of them. The amounts of such insurance shall be as required by law. The Owner shall have the right to reject the insurance carrier selected by the Contractor. No Work shall commence prior to the Owner receiving a certificate of insurance verifying the coverage’s to be provided as defined herein. In the absence of regulations, the amounts of coverage shall be as follows:

General Aggregate: Not Less Than $5,000,000

Products & Completed

Operations Aggregate: Not Less Than $5,000,000

Personal & Advertising Injury: Not Less Than $1,000,000

Each Occurrence: Not Less Than $750,000

Fire Damage (Any one fire): Not less Than $50,000

Medical Expense (Any one person): Not Less Than $5,000

Worker's Compensation Insurance: The Contractor shall furnish certificates from the Worker's Compensation Board of Indiana, or its successor, that he is fully covered by Worker's Compensation and Occupational Diseases insurance, on all Employees on the Project. The Contractor shall maintain said coverage for the life of the Contract. The same requirements pertain to any Subcontractor(s). The Contractor shall be responsible for verifying that all Subcontractor(s) have Workmen's Compensation and Occupational Insurance Coverage. No Work shall commerce prior to the Owner receiving a certificate of insurance verifying the coverage’s provided herein.

Automobile Liability: The Contractor shall furnish and maintain, at his expense during the life of the Contract, automobile liability insurance, covering claims for damages because of bodily injury, death or property damage arising from the use of all motor vehicles engaged in operating within the terms of this Contract. The amounts of such combined single limit coverage shall be not less than ($ 1,000,000) for any one occurrence, including hired and non‑owned vehicles. All Subcontractor(s) of the Contractor shall have similar automobile liability insurance. The Contractor shall be responsible for verifying that all Subcontractor(s) have said automobile liability insurance. Coverage 1 shall apply. No Work shall commence prior to the Owner receiving a certificate of insurance verifying the coverage provided herein.

Special Hazards: Special Hazards, as determined by the Owner, shall be covered by rider or riders in amounts to be agreed upon, to the Liability Insurance policy or policies required to be furnished by the Contractor, and all Subcontractor(s) employed by the Contractor, or by separate policies of insurance in the amounts as defined in the Special Conditions of the Contract Documents. All such special Hazards insurance coverage shall have the Owner as an additional insured. No Work requiring special hazard coverage shall commence until the Owner has received a certificate of insurance verifying the coverage required herein.

Subcontractor(s) Insurance: The Contractor shall require all Subcontractor(s) to secure and maintain in force during the term of this Contract, all such insurance coverage’s defined above. The Contractor shall verify the existence of all said insurance policies and coverage’s. No Work by a Subcontractor(s) shall commence prior to the Owner receiving a certificate of insurance verifying the coverage required herein.

Other Provisions: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, officials, employees and volunteers by the Contractor and Subcontractor(s). The Contractor's and Subcontractor's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability. The insurer shall agree to waive all rights of subrogation against the Owner, its officers, officials, employees and volunteers for losses arising from Work performed by the Contract for the Owner. The Contractor shall be responsible for notifying all insurance carriers of this contract provision and shall be liable to the Owner for any failure to so notify and advise any insurance carrier of this provision.

### PROOF OF INSURANCE

The Contractor shall furnish the Owner with satisfactory proof of coverage of the insurance required, in a reliable company or companies to be approved by the Owner, licensed to do business in the State of Indiana, before commencing any Work. Such proof shall consist of certificates executed by the respective insurance companies, filed with the Owner. The certificates of insurance shall show the name and address of the Company, expiration date or dates, and the policy number or numbers. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

Proof of insurance shall be maintained up to date, and failure to maintain adequate coverage and proof shall be deemed sufficient reason for cancellation of the Contract. All insurance shall provide that the policy shall not be canceled, terminated or modified unless thirty (30) days prior to such cancellation, termination or modification written notice is given to the Owner. No policy may be modified, terminated or canceled by the Contractor without the prior written approval of the Owner.

### PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection and security of the cleanup sites, and shall indemnify the property of the Owner and any adjacent property from injury, damage, loss or claim, including a claim for attorney's fees, arising in connection with this Contract. The Contractor shall exercise due diligence at all times in protection of persons and property from injury. The Contractor shall promptly notify the Owner of any accidents arising in the course of operations under the Contract causing bodily injury or property damage.

The Contractor and any Subcontractor(s) employed by the Contractor, will be responsible for any and all damage to person(s) or property, public or private, that may be caused by their operation in the performance of this Contract, and the Contractor shall defend any suit that may be brought against himself or the Owner on account of damage inflicted by their operations, and shall be liable for any attorney's fees incurred by the Owner, and any judgments awarded against the Owner, Contractor or Subcontractor(s) employed by the Contractor arising from such damage.

### MATERIALS AND WORKMANSHIP

Unless otherwise stipulated, in writing and approved by the Owner, the Contractor shall provide and pay for all material, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the Work.

The Contractor shall at all times enforce strict discipline and good order among their employees, and shall not employ on the Project any unfit person, or anyone not skilled in the Work assigned to them.

At any time during the course of the contract, when, in the opinion of the Owner, provisions of the Contract Documents are being violated by the Contractor, its employees, or any Subcontractor(s) hired by the Contractor, the Owner will have the right and authority to order all work to cease and require the correction of any violation. In the event the Owner orders a cessation of any Work, the Contractor shall not proceed until arrangements satisfactory to the Owner are made by the Contractor for resumption of the Work in compliance with the provisions of the Contract Documents.

### INSPECTION OF WORK AND TESTING OF MATERIALS

The Owner shall at all times have access to any site, and the Contractor shall provide proper facilities for access and for inspection of the Work. All material to be incorporated in the Work, all labor performed, and all tools, appliances and methods used, shall be subject to the inspection and approval or rejection of the Owner. Any Work rejected by the Owner by reason of defective materials, workmanship or that said Work fails to comply with the Contract Documents shall be repaired at the expense of the Contractor.

### CLAIMS FOR EXTRA COST

If the Contractor claims that any instruction, by Project Drawings or otherwise, involves extra cost under this Contract, he shall give the Owner or Owner written notice thereof within a reasonable time after the receipt of such instruction, and in no event shall the Contractor proceed or authorize a Subcontractor(s) to proceed to perform the Work, except in emergency endangering life or property, until the Contractor has complied with the provisions in Section 12, "Changes in The Work." The Owner shall have no liability for a claim for extra cost unless the Contractor has complied with Section 12 prior to commencing the extra Work.

### TERMINATION FOR BREACH

In the event that any provision of this Contract is violated by the Contractor or by any of their Subcontractor(s), or if the Contractor should become a debtor in a bankruptcy proceedings, or if he should make a general assignment of their assets for the benefit of their creditors, or if a receiver should be appointed for any reason on account of their insolvency, or if he should persistently or repeatedly fail to supply sufficiently skilled workmen or proper materials as required by the Specifications and Contract Documents, or if Contractor should disregard the instruction of the Owner, then the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate this Contract, specifying the reasons for such intent to terminate. If, within ten (10) days after the serving of such notice, the Contractor has failed to correct the listed deficiencies to the satisfaction of the Owner, the Contractor shall be deemed in default. In the event of default, the Contract shall be deemed terminated; the Owner shall immediately serve notice thereof upon the Contractor and Surety. The Surety shall then take over and perform the Contract, provided, however, that if the Surety does not commence performance thereof within thirty (30) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the Work and prosecute the same to completion. The Contractor and the Surety shall be jointly liable for all expenses, including but not limited to labor, materials, administrative expense and attorney's fees, incurred by the Owner in completing the Contract, and recovering the costs associated therewith.

Include all labor, materials, equipment, insurance, wages, fuel, benefits, fee, profits, etc., required to complete the work in accordance with the attached specification.

**Any awards with regards to this quote shall be contingent upon funding made available by the City of Evansville.**

*Provide pricing below with estimate annual clean orders issued being 500. This is an estimate only. The City of Evansville makes no guarantee, express or otherwise, that this quantity of clean orders will be issued.*

1. \*TRASH REMOVAL AND CLEANUP: (UNIT PRICE PER TON) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dollars and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_cents

Unit Price

\*Unit price is for removal and legal disposal of one (1) ton of trash and debris from one (1) residential, commercial, or industrial parcel within the Evansville city limits. This price must include the landfill fee.

COMPANY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed and Signed

TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Corporate Seal (if applicable):**

**Please identify the personnel resources which you currently have available to carry out this contract:**

Number of full-time employees \_\_\_\_\_\_\_\_\_

Number of part-time employees \_\_\_\_\_\_\_\_

**Please identify the personnel resources that you plan to hire in the event that you are awarded this contract:**

Number of full-time employees \_\_\_\_\_\_\_\_\_

Number of part-time employees \_\_\_\_\_\_\_\_

**Please identify the equipment which you currently have available to carry out this contract:**

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**Please identify any governmental agencies with which you have had trash removal contracts since 2015: (include agency name, contact person and phone number).**

**Agency Name Contact Person Phone Number**

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Please list three (3) commercial client references with which you had trash removal contracts since 2012: (Include client name, contact person and phone number).

**Client Name Contact Person Phone Number**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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## Proposer

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Phone / Cell Number / Fax / E-Mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

# CONFLICT OF INTEREST / FAMILIAL DISCLOSURE FORM

### Project: 2018 Trash and Debris

**ALL BIDDERS** must complete this Conflict of Interest Familial Disclosure Form and must attach the completed form to the bid.

As the bidder, I affirm that no principal, representative, agent, employee, contractor or potential subcontractors, or other acting on behalf of or legally capable of acting on the behalf of the bidder (a “Bidder Party”), is currently an employee of the C i t y o f E v a n s v i l l e ( “ C i t y” ) , a n y C i t y d e p a r tm e n t or a member o f a n y C i t y B o a r d o r C o u n c i l ; nor will any such person connected to the bidder be privy to any City information which may constitute a conflict of interest; or, if such a conflict or relationship does exist, I have disclosed the nature of the relationship or conflict below.

By the attached sworn and notarized statement we are disclosing the following familial relationship(s) that exists between a Bidder Party and any employee or member of any City Department or board.

As the bidder, I understand that completing this form and self-disclosing potential conflicts of interest does not necessarily disqualify a bidder, but aids in identifying conflicts of interests which must be addressed pursuant to I.C. 35-44.1-1 et al. F u r t h e r, t h e City will insure that any individuals identified with a potential conflict will not be allowed to participate in the scoring or evaluation of the bid packages, to insure the integrity of the b i d process.

The following is a list of individuals who may pose a potential conflict of interest as described above Please provide the name, relationship with the City and the nature of the potential conflict, or if applicable: **“**NONE” :

Signature(s): Title:

Vendor/Bidder:

### STATE OF COUNTY OF )

**)**

### ) SS:

**BEFORE ME**, a Notary Public in and for said County and State, personally appeared

, of , who having been duly sworn, acknowledged and affirmed that they did sign said instrument as such officer or authorized agent for and on behalf of

\_, and by authority granted by such entity, that the same is their free act and deed and the free act and deed of said entity.

**WITNESS** my hand and notarial seal this day of , 20 .

My commission expires:

My County of residence is:

Notary Public

County, State of Printed Name of Notary Public

# INDIANA LEGAL EMPLOYMENT DECLARATION

The State of Indiana has enacted a law (I.C. 22-5-1.7) requiring all state agencies and political subdivisions request verification from their contractors that their employees are legally eligible to work in the United States. This Declaration serves as notice that all Contractors doing business with the City of Evansville must, as a term of their contract:

* 1. Enroll in and verify the work eligibility status of newly hired employees of the contractor through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
  2. Verify, by signature below, that the Contractor does not knowingly employ unauthorized aliens.

I, , a duly authorized agent of (name of Company), declare under penalties of perjury that (name of Company) does not employ unauthorized aliens to the best of its knowledge and belief.

(Name of Company)

By:\_ (Authorized Representative of Company)

Subscribed and sworn to before me on this day of , 20 . My Commission Expires:

County of Residence:

Notary Public – Signature

Notary Public – Printed Name

### For instructions and electronic registration for E-verify, please see: <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

During the performance of the contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin political affiliation or belief, age or disability. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of the nondiscrimination clause.
2. The Contractor agrees that all services, facilities, activities and programs provided as part of this contract will meet the requirements of the American’s with Disabilities Act and the rules and regulations promulgated thereunder.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age or disability.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advertising, the labor union or workers’ representative of the Contractor’s commitments under the Equal Employment Opportunity Section of this contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. in the event of the Contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City/County contract.

Vendor Representative (Please Print) Signed

Vendor Name Telephone

Vendor Address Date