

NOTICE AND INVITATION FOR QUOTES LEAF VAC PROGRAM 2025 THE LAKE COUNTY SOLID WASTE MANAGEMENT DISTRICT (DISTRICT)

I. COLLECTION AREAS

The Contractor shall operate the District Leaf Vac Program for the following generally described areas:

A. Unincorporated Calumet Township

- 1. Ridge Road -- North
- 2. 53^{rd} Avenue -- South
- 3. Colfax Avenue -- West
- 4. Harrison Street North to 47th Avenue, West to Grant Street, North to Ridge Road East

B. Schererville Heights

- 1. Town of Schererville -- North
- 2. 93^{rd} Avenue -- South
- 3. Cline Avenue -- West
- 4. Burr Street East

Collection area includes:

St. John Twp off of Parish/Austin and 85th (by Lake Hills Fire Department) St. John Twp off of W. 85th St. (13005), Kristopher, Fair Oak, W. 86th Pl., Jacobson (Dyer)

C. Unincorporated Center Township

- 1. 105th Place/Hanley Street -- North
- 2. West 125th Avenue -- South
- 3. Fathke Road/Burr Street/Bell Street -- West
- 4. Crown Point Corporate Line East

Collection area includes:

Center Twp off of 105-104 St N to 105 S to Noble St W to Jennings St E (CP) Center Twp off of Burr-W 122nd Ave/W 122nd Pl/Tompkins St Subdivision Plan (CP) Center Twp 10!5¹ Street (CP)

D. Unincorporated Lake Dalecarlia

- 1. 153^{rd} Avenue -- North
- 2. West Main Street -- South
- 3. Colfax Street -- West
- 4. Clark Street East

Collection area includes:

Center Twp off of 55 129th St/N to 132nd Pl/S to Tyler St/W to Monroe St/E (Windgate)

Center Twp off of 55 and 124th Pl-Buchman/Van Buren St (Holiday Creek Sub.-CP) Center Twp off of 55 130th Pl to Filmore St-E 129th N to W 132nd Ln-S Center Twp-Greenview Dr and Greenview Pl (CP) Center Twp off of Grant St

Е. **Pine Ridge Lakes**

- Fairbanks Court -- North A.
- 117th Avenue -- South B.
- Bell Place -- West C.
- D. Fairbanks Place - East

Collection area includes: Center Twp off of 117th /113th Ct/N/117th S/Stevenson St E/W (Beaver Dam sub. CP) Center Twp off of Court St/Marshal-130th St W (12988 Taney St CP) Center Twp off of 133rd (Jennings sub. CP) Center Twp off of 133rd St (CP) Center Twp off of 130th block of Marshall St (CP) Center Twp-Lee St to 121st off of 117th and 118th St (CP) Center Twp-Cline Ave

F. **Unincorporated Hobart Township**

- East 31st Avenue -- North A.
- East 34th Place -- South B.
- C. North Lake Park Avenue -- West
- D. LaPorte Street -- East

G. **Unincorporated Dyer**

- 35th Place -- North 1.
- 2. 93rd Avenue -- South
- 3. Up to/not including Sheffield Avenue -- West
- Beall Street East 4

Collection area includes:

St John Twp off of 41-78th Pl-N to 80th Ct S to Ontario St-E (St John) St John Twp off of Shefield-91st /Robinson St/Moraine St (8975 Dyer) St John Twp off of 81st -Columbia Ave (8298 Dyer) St John Twp off of W 77th Ave/Ruth St sub (13105 Dyer)

H. **Ancillary Areas**

1. Those areas determined by the Lake County Solid Waste Management District to be adjacent to and/or otherwise serviceable consistent with service areas described above.

II. CONTRACTOR'S OPERATIONAL INSTRUCTIONS

The following are general instructions to provide the Contractor with some base requirements for the successful fulfillment of duties required to complete the services being requested by the District. The instructions below do not represent a complete list of all responsibilities that may be required. The District relies on the operational experience of the Contractor to provide any and all additional services

and/or duties the Contractor will be providing that demonstrates to the District that the Contractor does have the necessary experience to provide the minimum base services described herein.

A. <u>EOUIPMENT</u>

The Contractor shall:

- 1. Provide, operate and maintain (at a minimum) the following equipment: 2-ton dump truck(s) or such other vehicles capable of appropriately pulling the District's 4 leaf vacs (and potentially 5 leaf vacs when circumstances warrant such use as determined by the District), consistent with the parameters set out herein.
- 2. Be responsible for the inspection of the District's leaf vacs prior to submitting its response to this Notice and Invitation for Quotes ("NIQ") to ensure the equipment the Contractor proposes to use to pull the District's leaf vacs for the Contract is compatible with safe and efficient operations defined in the Contract.
- 3. Be responsible for the day-to-day maintenance and fuel of the leaf vacs and for training the Contractor's employees on how to operate the District's leaf vacs in a safe and efficient manner.

The District shall:

- 1. Provide five 30-yard leaf vacs for use by the Contractor.
- 2. Be responsible for ensuring the leaf vacs are fully operational at the beginning of the Program start-up date.
- 3. The District shall be responsible for all other maintenance of the District's equipment other than that described hereinabove. The Contractor shall be responsible for any costs for repairs to the District's leaf vacs due to operator error or Contractor's negligence.
- 4. Should the Contractor choose to utilize its own leaf vacs or other equipment in addition to or in lieu of the District's leaf vacs, the Contractor shall be responsible for all maintenance and other costs associated therewith. Said leaf vacs or similar equipment shall be of sufficient size and capability to substantially perform consistent with the District's leaf vacs.

B. <u>PERSONNEL</u>

The Contractor shall:

1. Provide the labor for the leaf pick-up, to include as many people as necessary to adequately operate the vehicles and leaf vacs. The Contractor shall be responsible for the day-to-day operation and maintenance of an adequate number of leaf vacs to meet the service requirements set out in the leaf vac program described herein.

- 2. Provide all essential personal protection equipment ("PPE") for each employee while working in the field and while at the designated compost site.
- 3. Provide Worker's Compensation Insurance Certificate ("Certificate") to the District to ensure compliance with Federal, State and Local Laws. The Certificate shall be provided with the Contractor's Response to the IFQ.
- 4. Contractors and subcontractors are required to comply with District Resolution 2018-5 <u>Responsible Bidding Practices and Submission Requirements</u> (as applicable).
- 5. Each Proposer shall ensure that all employees and applicants for employment employed in the performance of work under the Proposal, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, are not discriminated against because of race, religion, color, sex, gender, sexual orientation, gender identification, genetic identification (including family medical history), age, marital status, national origin, disability, political affiliation, veteran status, or any other trait or characteristic protected by law.

C. <u>REPORTING AND BILLING</u>

The Contractor shall:

- 1. Submit to the District the "Leaf Collection Contractor's Report" in a form consistent with the sample which is attached as page 22 at the end of this Notice and Invitation for Quotes and made a part hereof. This Report shall be submitted to the District no later than Tuesday of the following work week.
- 2. Submit a weekly invoice based on the agreed upon price. The Contractor should only bill for the actual costs pursuant to the Contractor Proposal. Any costs that exceed the Contractor's Proposal shall be the sole responsibility of the Contractor. If the Contractor has to work additional hours to fulfill the terms and conditions of the Contract, those costs shall be the sole responsibility of the Contractor.
- 3. The District shall only be responsible for additional costs that have been authorized by the District in advance of the work being performed.
- 4. The District shall withhold the final payment until all reports have been completed and submitted to the District and all collection areas have been fully serviced pursuant to the terms and conditions of this NIQ and the Contract.

D. COLLECTION PERIOD & SCHEDULE

The Contractor shall:

1. Coordinate with the District to determine appropriate start date necessary to meet the goals of the Program. Should the contract be extended through Option Years 2 and 3, the collection shall run for 6 consecutive weeks with dates to be determined by the District. There are 2 governmental holidays observed during this time period: Veteran's Day and Thanksgiving. The Contractor's Proposal shall provide an explanation to the District on how the Contractor will handle work on these 2 holidays.

- 2. Provide collection of leaves for as many hours per day, Monday through Saturday, as is necessary so that each area described above shall be serviced no less than one time per week.
- 3. Provide with its Proposal an explanation of how the Contractor will make up an inclement weather day. At a minimum, the Contractor shall contact the District's designated Project Manager to let the Project Manager know there will be a delay or a cancellation for services that day.

E. <u>DESIGNATED DISPOSAL SITE</u>

- 1. The District operates a compost facility located at 3499 Chase Street, Gary, Indiana. For the purposes of this NIQ, this shall be the designated site where the delivery of leaves shall be made. Should the District determine that the site cannot receive delivery of the leaves, the District shall designate another disposal site or sites and shall be responsible for the disposal costs.
- 2. The Contractor is strongly encouraged to emphasize efficient time management of their employees to ensure the highest productivity possible. The District will also monitor time at the site and communicate longer than normal turn times to the Contractor.
- 3. The District shall have a site operator at the site each day during the collection schedule, as needed.

F. MISCELLANEOUS

- 1. The Contractor shall operate in accordance with all Federal, state and local statutory, regulatory and zoning laws or any other applicable requirements.
- 2. The Contractor shall maintain appropriate liability insurance relating to the services provided for herein and shall include the District as an additional insured on any such policies in amounts and coverage consistent with applicable statutes. The Contractor shall provide a certificate of insurance to the District verifying same.
- 3. All Proposals submitted will be valid for a period of not less than 180 days from the time of opening. The Lake County Solid Waste Management District reserves the right to waive informalities, award the Contract to the lowest responsive and responsible Proposer or to reject any or all Proposals.
- 4. To the maximum extent permitted by law, preference will be given to Proposers who employ and/or contract with local companies, businesses and citizens, and/or do not

outsource services to companies, businesses and/or persons outside of the United States of America.

5. Pursuant to Indiana Code, including but not limited to IC 5-22-6 et. seq. and IC 5-22-8 et. seq., this Notice and Invitation for Quotes is hereby emailed, mailed, or faxed on September 23, 2024 to at least 3 persons known to deal in this class of work. Sealed responses must be received at the Lake County Solid Waste Management District. 8695 Broadway. Merrillville, Indiana 46410, on or before on October 29, 2024 by 10:00 am local time, which is not less than 7 days after the provision of this notice. The sealed Responses will be opened and read out loud at that time. This is open to the public. The Lake County Solid Waste Management District Board, hereinafter "District Board", will consider those Responses at its November 21, 2024, District Board meeting. At that meeting the Contract will be awarded to the lowest responsive and responsible Responder or the District Board may reject any or all of the Responses. The District Board reserves the right to waive any irregularities.

III. CONTRACTOR'S QUALIFICATIONS

The Contractor shall submit with its bid its Statement of Experience demonstrating it has the necessary qualification in doing the same or similar work as defined in this NIQ.

While pricing is very important to the District, the ability of the Contractor to demonstrate it possesses the necessary qualifications to perform the work is equally important to the District.

Contractors should include the type of equipment it intends to use, personnel to be utilized, office location, and telephone number where residents may call for information.

IV. PREBID MEETING

The District will conduct a **Pre-bid meeting** for all interested parties in this NIQ on <u>October 3, 2024</u> at the Lake County Solid Waste Management District Office, 8695 Broadway, Merrillville, Indiana 46410 at **9:00 am local time.** The District will consider the attendance at the Pre-bid meeting during its evaluation of the bids. Failure to attend may have an impact on the District's consideration of the Contractor's submission.

V. PRICING INFORMATION

Contractor shall fill out the information requested in order to allow the District to evaluate the cost proposal of each Contractor. While pricing is a key factor in the District's analysis, it is not the only factor the District will consider.

The District will consider an award to the lowest responsive and responsible bidder, or the District Board may reject any or all of the Responses. The District Board reserves the right to waive any irregularities.

Please make sure the person signing this page is the authorized agent for the company submitting to the District the Response to the NIQ and who has the authority to bind the Company to the terms and conditions specified herein and to the Contract document.

COST NOT TO EXCEED <u>\$200.000.00 PER YEAR.</u>

PROPOSAL DETAIL-OPERATION

A. Number of Trucks:

B. Type of trucks (Make, Model and Year):_____

C. Number of personnel per Truck:

_____DRIVER(S)

____LABORER(S)

D. Estimated number of hours/day/truck:

E. Describe how you will handle Veteran's Day, Thanksgiving Day and any inclement weather days. (Please attach additional sheet if necessary)

PROPOSAL DETAIL - PRICING

F.	Cost/week for operation of 1 leaf vac:	\$
G.	Cost/day for operation of 1 leaf vac:	\$
H.	Cost/hour for operation of 1 leaf vac:	operation of 1 leaf vac: \$
I.	TOTAL COST FOR 6 WEEKS USIN	\G 4 LEAF VACS \$
J.	Rate per day for the operation of 1 leaf collection schedule:	vac if the District adds an additional/extra day to the

\$_____(Please provide any details or caveats the District will need to consider if selecting to add an extra day and/or collection area):

K.	Additional information for the District to consider:	
L.	Pricing is for a period of three (3) years. For Years Two (2) and Three (3), ple percent of increase (if any) over the Year One pricing provided above. Option are at the District's sole discretion. If there is no increase planned, please enter	Years 2 and 3

YEAR 2 INCREASE_____% YEAR 3 INCREASE_____%

ADDITIONAL DOCUMENTS

The Documents provided below shall be submitted with the Contractor's Response to this NIQ and/or for use after the Contract Award and the Contract is executed. FAILURE TO SIGN AND SUBMIT ALL REOUIRED DOCUMENTS SHALL RESULT IN DISOUALIFICATION IN THE NIO PROCESS.

Documents to be signed and included with the Contractor's Response are:

- BINDING SIGNATURE PAGE
- NON-COLLUSION AFFIDAVIT
- E-VERIFY AFFIDAVIT AND CERTIFICATION OF NO INVESTMENT IN IRAN

BINDING SIGNATURE PAGE

(Name of Organization) agrees to the terms and conditions of this NIQ document and shall in good faith enter into an Agreement with the District for the services stated herein. The Contractor further agrees to sign and execute the Agreement within sixty (60) days of being notified of the award of this Contract.

The person signing below attests, under penalty of law, that he/she is duly authorized by his/her organization, corporation, LLC or other authorized business entity to sign and bind the aforementioned entity to the information submitted by the Contractor in response to this NIQ or subsequent Addenda.

Company Name

By:___

Name

Title

Date

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA

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The undersigned, being duly sworn on his/her oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

	Offeror (Company)	
By:	Signature of Offician on Acoust	
	Signature of Offeror or Agent	
Subscribed and sworn to before me this day d		
	Signature of Notary Public	
	Printed Name of Notary Public	
My Commission expires:	County of Residence:	

Source: IC 5-22-16-6

Date: _____

Contractor/Vendor:

The Contractor/Vendor stated above is enrolled, or agrees to enroll, in the E-Verify Program and will verify the work eligibility of all its newly hired employees and has executed the attached Affidavit affirming that it does not knowingly employ unauthorized aliens.

E-Verify Affidavit and Certification Regarding

Investments in Iran

As required by Indiana Code 22-5-1.7-11 for certain contracts executed after June 20, 2011 and as required by I.C. 5-22-16.5 for contracts executed after July 1, 2012

Pursuant to Indiana Code 22-5-1.7-11, the Contractor/Vendor entering into a contract with the Lake County Solid Waste Management District , hereinafter "District", is required to enroll in and verify the work eligibility of all of its newly hired employees through the E-Verify Program. The Contractor/Vendor 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.

The undersigned, on behalf of the Contractor/Vendor, being the first duly sworn, deposes and states that the Contractor/Vendor does not knowing ly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the District, the undersigned Contractor/Vendor will enroll in and agrees to verify the work eligibility status of all of its newly hired employees through the E- Verify Program.

Pursuant to Indiana Code 5-22-16.5, the District may not contract with a person who is engaged in investment activ it ies in Ir an.

The undersigned, on behalf of the Contractor/Vendor, being duly sworn, further deposes and states the Contractor/Vendor is not engaged in investment activities in Iran.

Contra	actor/Vendor:		
		(Name of Company, Contr actor, Vend or or Consultant; indicat e if c	/ b/ a Name)
By:			
	(Signature)		
Printeo	d Name:		
Title:			
Date:			

ADDITIONAL REFERENCE DOCUMENTS

The documents provided hereafter are for informational purposes for the Contractors responding to this NIQ but are not intended to be an all-inclusive list of documents which the Contractors may utilize in the preparation of their responses.

The reference documents provided are:

- Contractor's Leaf Collection Report-Sample Form
- Resolution 2018-5 Responsible Bidding Practices

LAKE COUNTY

SOUDWASTE NANAGEMENT DLSTXLCT - JOih the Journey

RESOLUTION 2018-5

RESOLUTION TO ESTABLISH RESPONSIBLE BIDDING PRACTICES AND

SUBMISSION REOUIREMENTS FOR SUBMITTING BIDS AND PROPOSALS FOR PUBLIC WORKS OR SERVICE PROJECTS FOR THE LAKE COUNTY SOLID WASTE MANAGEMENT DISTRICT

WHEREAS, the Lake County Solid Waste Management District, hereinafter "District", is required by law to award contracts to the "lowest responsive and responsible" bidder or proposer; and

WHEREAS, the District, based upon its experience, has determined that quality workmanship, efficient operation, safety, and timely completion of projects requires all bidders and proposers meet certain minimum requirements to be a "responsive and responsible" bidder or proposer; and

WHEREAS, applicable state law also requires that bidders and proposers meet certain minimum requirements to be a "responsive and responsible" bidder or proposer; and

WHEREAS, the District seeks to enhance its ability to identify "responsive and responsible" bidders and proposers on all District projects by institution of more comprehensive submission requirements which comply with Indiana State law; and

WHEREAS, the "Responsible Bidding Practices and Submission Requirements" Resolution will preserve administrative resources by insuring that only qualified contractors and subcontractors are awarded contracts on

District projects; and

WHEREAS, the "Responsible Bidding Practices and Submission Requirements" Resolution will assure efficient use of taxpayer dollars, will promote public safety and is in the public interest; and

WHEREAS, the "Responsible Bidding Practices and Submission Requirements" Resolution will help ensure that no contractor awarded work under this Resolution or any subcontractor at any tier working on a project awarded pursuant to this Resolution engages in payroll fraud, including the misclassification of employees as independent contractors to avoid

paying state, federal or local payroll taxes, workers compensation insurance, unemployment insurance premiums and failing to pay overtime and wages as required bylaw.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. This Resolution which is entitled "RESOLUTION TO ESTABLISH RESPONSIBLE

BIDDING PRACTICES AND SUBMISSION REQUIRENENTS FOR SUBWITING BIDS AND

PROPOSALS FOR PUBLIC WORKS OR SERVICE PROJECTS FOR THE LAKE COUNTY SOLID WASTE MANAGErvffNT DISTRICT" is hereby adopted and shall read as follows:

Bid or Proposal Submission Requirements

Contractors proposing to submit bids or responses to Requests for Proposals (RFPs), estimated to be at least One Hundred Fifty Thousand Dollars (\$ 150,000.00) or more must, prior to the opening of bids or proposals, submit a statement made under oath and subject to perjury laws on a form designated by the District and must include:

- A. A copy of a print-out of the Indiana Secretary of State's on-line records for the bidder or proposer dated within sixty (60) days of the submission of said document showing that the bidder or proposer is in existence, current with the Indiana Secretary of State's Business Entity Reports, and eligible for a certificate of good standing. If the bidder or proposer is an individual, sole proprietor or partnership, this subsection shall not apply;
- B. A list identifying all former business names;
- C. Any determination by a court or governmental agency for violation of federal, state or local laws, including but not limited to violation of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), or federal Davis-Bacon and related Acts;
- D. A statement on staffing capabilities, including labor sources;
- E. Evidence of participation in apprenticeship and training programs, applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization. The required evidence includes a copy of all applicable apprenticeship certificates or standards for these training programs;
- F. A copy of a written plan for employee drug testing that: (l) covers all employees of the bidder or proposer who will perform work on the project defined herein; and (2) meets, or exceeds, the requirements set forth in LC. 4-13-18-5 or LC. 4-13-186;
- . G. The name and description of the management experience of each of the bidder's or proposer's project managers and superintendents that bidder or proposer intends to assign to work on the project;
 - H. Proof of any professional or trade license required by law for any trade or specialty area in which bidder or proposer is seeking a contract award; and disclosure of any suspension or revocation within the previous five years of any professional or trade license held by the company, or of any director, office or manager employed by the bidder or proposer;
- . 1. Evidence that the contract is utilizing a surety company which is on the United States Department of Treasury's Listing of Approved Sureties;
 - **J**. A written statement of any federal, state or local tax liens or tax delinquencies owed to any federal, state or local taxing body in the last five years;
 - K. A statement that individuals who will perform work on the herein described project on behalf of the bidder or proposer will be properly classified as either (l) an employee or (2) an independent contractor, under all applicable state and federal laws and local ordinances; and
 - L. A list of projects of similar size and scope of work that the bidder or proposer has performed in the State of Indiana within three (3) years prior to the date on which the bid

is due.

The District reserves the right to demand supplemental information from the bidder or proposer and/or (additional) verification of any of the information provided by the bidder or proposer and may also conductrandom inquiries of the bidder's or proposer's current and prior customers.

<u>II. Post-Bid or Post-Prooosal Submissions from Subcontractors</u> All bidders or proposers shall provide a written list that discloses the name, address, and type of work for each first-tier subcontractor from whom the bidder or proposer has accepted a bid or proposal and/or intends to hire on any part of the herein described project, including individuals performing work as independent contractors, within five (5) business days after the date the bids are due.

In addition, each such first-tier subcontractor shall be required to adhere to the requirements of Section I of this Resolution as though it were bidding or responding directly to the District, except that first-tier subcontractors shall submit the required information (including the name, address, and typeofwork foreach oftheir first-tier subcontractors) to the successful bidder or proposer no later

thanfive(5)business_{days} after the subcontractor's first day of work on the public works or service project and the bidder shall then forwardsaidinformationtothe District. Paymentshallbewithheld from any first-tier subcontractor who fails to timely submit said information until such information is submitted and approved by the District.

Upon request, the District may require any second and lower-tier subcontractors to provide the required information (including name, address, type of work on the project and the name of the higher-tier subcontractor). Payments shall be withheld from any second or lower-tiered contractor who fails to timely submit this information until this information is submitted and approved by the District. Additionally, the District may require the successful bidder or proposer and relevant subcontractor to remove the second or lower-tier subcontractor from the project and replace it with a responsive and responsible subcontractor.

Failure of a subcontractor to submit the required information shall not disqualify the successful bidder or proposer from performing work ontheproject and shall not constitute a confractual default and/or breach by the successful bidder or proposer. However, the District may withhold all payments otherwise due for work performed by a subcontractor, until the subcontractor submits the required information andthe District approves such information. The District may also require that successful bidder or proposer to remove the subconfractor from the project and replace it with a responsive and responsible subcontractor.

The disclosure of a subconfractor ("Disclosed Subcontractor") by a bidder, proposer or a subcontractor shall not create any rights in the Disclosed Subcontractor. Thus, a bidder, proposer and/or subcontractor may substitute another subcontractor ("Substitute Subcontractor") for a Disclosed Subcontractor by giving the District written notice of the name, address, and type of work of the Substitute Subcontractor. The Substitute Subcontractor is subject to all theobligations of a subcontractor under this Resolution. Ill. Validity of Pre-Qualification Classification

Upon designation by the District that a contractor's or subcontractor's submission in anticipation of a bid or proposal is complete and timely, and upon any further consideration deemed necessary by the District, the contractor or subcontractor may be pre-qualified for future District projects. A contractor's classification as "qualified" shall exempt the contractor or subcontractor from the comprehensive submission requirements contained herein for a period of twelve (12) months. Thereafter, contractors or subcontractors who are pre-qualified must submit a complete application for continuation of "pre-qualified" standing, on a form provided by the District, (also referred to as the "short form") by December 31 for the upcoming calendar year. Failure by any pre-qualified contractor or subcontractor to timely submit its complete application for continuation of "pre-

automatic removal of the designation, effective January 1 of the upcoming year. However, the "removed" contractor or subcontractor shall still be permitted to bid on District projects.

Any material changes to the contractor's status, at any time, must be reported in writing within ten (10)

days of its occurrence to the District. The pre-qualification designation is solely within the discretion of the District and the District specifically reserves the right to change or revoke the designation for a stated written reason(s).

Denial of pre-qualification shall be in writing and shall be forwarded to the contractor within seven (7) working days of such decision. Any contractor denied or losing pre-qualification status may request reconsideration of the decision by submitting such request in writing to the District within five (5) business days of receipt of notice of denial.

. IV. Incomplete Submissions by Bidders or Proposers

It is the sole responsibility of the potential bidder or proposer to comply with all submission requirements applicable to the bidder or proposer in Section I above by no later than the public bid/or/proposal opening. Post-bid or post-proposal submissions must be submitted in accordance

with Section II above. Submissions deemed inadequate, incomplete, or untimely by the District may result in the automatic disqualification of the bid or proposal.

V. Responsive and Responsible Bidder or Proposer Determination

The District, after review of complete and timely submissions, shall, in its sole discretion, after considering all information in the submission requirements, determine whether a bidder or proposer is responsive and responsible. The District specifically reserves the right to utilize all information provided in the contactor or subcontractor's submission or any information obtained by the Disfrict through its own independent verification of the information provided by the con&actor.

VI. Certified Payroll

For projects in which the cost is at least \$250,000, the successful bidder or proposer and all subcontractors working on a District project shall submit a certified payroll report utilizing the federal form now known as a WH-347 which must be prepared on a weekly basis and submitted to the District within ten (10) calendar days after the end of each week in which the bidder, proposer or subcontractor performed its work on the District project. These certified payroll reports shall identifythejob title and craft of each employee on the project, e.g. journeyman, electrician or apprentice electrician. In the event any contractor or subcontractor uses independent contractors to perform work on the project, such individual must be identified on the WH-347 form with the same införmation as is required for employees.

The District may withhold payment due for work performed by a bidder or proposer if the bidder or proposer fails to timely submit its certified payroll reports until such certified payroll reports are submitted. The District may also withhold payment due for work performed by a subcontractor if the subcontractor fails to timely submit its certified payroll reports until such certified payroll reports are submitted. The District shall not withhold payment to a bidder or proposer for work performed by the

bidder or proposer for work performed by subcontractors who have submitted their certified payroll reports, because one or more other subcontractors failed to timely submit their certified payroll reports.

Vll. Public Records

All information submitted by a bidder, a proposer or a subcontractor pursuant to this

Resolution, including certified payrolls, are public records subject to review pursuant to the Indiana Access to Public Records law (IC 5-14-3).

VI". Penalties for False, Deceptive, or Fraudulent Statements/Information

Any bidder or proposer that willfully makes, or willfully causes to be made, a false, deceptive or fraudulent statement, or willfully submits false, deceptive or fraudulent information in connection with any submission made to the District, shall be disqualified from bidding on all District projects for a period of three (3) years.

IX. Conflicting Resolutions

Any Resolution or provision of any Resolution in conflict with the provisions of this Resolution is hereby repealed.

X. Severability

If any provision of this Resolution is found to be invalid, the remaining provisions of this Resolution shall not be affected by such a determination. These other provisions of this Resolution shall remain in full force and effect without the invalid provision.

SECTION 2. It is hereby found and determined that all formal actions of this District relating to the passage of this Resolution were adopted in open meeting(s) of the District Board and that all deliberations of this District Board that resulted in such formal actions, were meetings open to the public, in compliance with all legal requirements.

SECTION 3. This Resolution shall be in full force and effect from and after the date of adoption by the District Board.

All of which is resolved and adopted this

day of 2018.

Lake County Solid Waste Management District Lake County, Indiana ATTEST:

Chrissy Barron, Chairwoman

John Petalas, Controller

CONTRACTOR'S LEAF COLLECTION REPORT

-5v: ···· , -	WEEK1	WEEK 2	WEEK3	WEEK 4	WEEKS
JA!J3					
TOTALCREWHOURSWORKED					
BILLED SERVICECOSTS					
ARE.AS SERVICED/ CHEOK AIITHATAPPLYI					
m IINCO PORAi ED CALUMET TOWNSHIP					
53i;r,AVE- SOUTH					
COLFA,'(AVE- WEST					
HARRISON ST. NORTH TO 47H AVIENUE, WEST TOGRANI ST.,					
HORTH TORIDGEROAD- EAST					
SCHERERVIIII HBGHTS					
TOWN OFSCHERERVILLE- NORTH					
i3i;ti AVE- SOlm1					
CLINEAI/E- WEST					
BURR STREET- EAST					
UPIINCOR PORATED CENTER TOVIIiSHIP					
t 05THPLACE/HANLEY STREET- •NORTH					
WEST12r5 ¹¹¹ AVE- SOUTH					
FATHKE ROATHBURR STREET/BELL STREET- WEST					
CROWN POINT CORPORATELINE- EAST					
LAKEDALECARIA					
t 53,;;o AVE- NORTH					
W. MAIN STR:EET- SOUlli					
COII.FA'.(STREET- WEST					
CLARK STREETEAST					
PltLERIDGELAKES					
FAIRBANKS.COURTNORTH					
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