



GARY SANITARY DISTRICT

Request for Proposals

Solicitation For:
INDUSTRIAL ELECTRICAL CONTRACTOR

Response Due Date: May 6, 2024 at 12:00 P.M. (NOON)

Gary Sanitary District
3600 W. 3rd Ave.
Gary, IN 46406

SECTION ONE
GENERAL INFORMATION AND REQUESTED PRODUCTS/SERVICES

1.1 INTRODUCTION

In accordance with Indiana statute, including Ind. Code Chapters 5-22-6 and 5-22-9, Gary Sanitary District (hereinafter, “GSD”) is requesting sealed proposals for the provision of contract services by an Electrical Contractor. It is the intent of GSD to solicit responses to this Request for Proposals (RFP) in accordance with the statements, proposal preparation section, and specifications contained or referenced in this document. This RFP will be made available via email requests directed to Willette Lee (willette@garysan.com), with copy to Rhonda Anderson (rhonda@garysan.com), on or after 2:00 P.M. local time on April 1, 2024. Copies of the RFP will also be made available at or after 9:00 A.M. local time on April 2, 2024 at the GSD Wastewater Treatment Plant, located at 3600 E. 3rd Ave., Gary, IN 46406, and may be obtained at that location. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer.

*****PLEASE NOTE: All Respondents who obtain a copy of this RFP must immediately provide an email address to willette@garysan.com, with copy to rhonda@garysan.com and jharris@harrislawfirmpc.net. Failure to do so may prevent or delay a Respondent from receiving clarifications, updates, or supplemental information relating to this RFP.*****

1.2 DEFINITIONS AND ABBREVIATIONS

Following are explanations of terms and abbreviations appearing throughout this RFP. Other special terms may be used in the RFP, but they are more localized and defined where they appear, rather than in the following list.

Award Recommendation	GSD’s summary of the solicitation and suggestion on contractor selection for the purposes of beginning contract negotiations.
Contract Award	The acceptance of the GSD Award Recommendation by the Board of Sanitary Commissioners.
Contractor	Any successful Respondent selected as a result of the procurement process to deliver the services requested by this RFP.
IAC	Indiana Administrative Code
IC	Indiana Code

Products	Tangible goods or manufactured items as specified in this RFP.
Proposal	An offer, as defined in IC 5-22-2-17.
Respondent	An offeror, as defined in IC 5-22-2-18. GSD will not consider a proposal responsive if two or more offerors submit a joint or combined proposal. One entity or individual must be clearly identified as the Respondent who will be ultimately responsible for performance of the contract.
Services	Work to be performed as specified in this RFP

1.3 PURPOSE OF THE RFP

The purpose of this RFP is to select a contractor who can satisfy GSD’s need for an Industrial Electrician, with the requisite expertise to effectively and efficiently perform industrial electrical installation, repair, and maintenance within the wastewater treatment plant, pump stations, lift stations, and wastewater collection system operated by GSD.

1.4 SUMMARY OF SCOPE OF SERVICES

In general, the Services contemplated by this RFP consist of taking steps to ensure the continued functioning of electrical equipment by its proper installation, maintenance, and repair, with the objective of minimizing equipment downtime. The Industrial Electrician must be able to understand technical documents, such as schematics, that detail job instructions. The Industrial Electrician must also adhere to the statutory codes that apply to the work. Further information regarding the scope and nature of the Services may be found in the Specifications attached hereto as Attachment A.

1.5 RFP OUTLINE

The outline of this RFP document is described below:

Section	Description
Section 1 – General Information and Requested Products or Services	This section provides an overview of the RFP, general timelines for the process, and a summary of the services being solicited by GSD via this RFP
Section 2 – Proposal Preparation Instruction	This section provides instructions on the format and content of the RFP, including a Letter of Transmittal, Business Proposal, and Cost Proposal.
Section 3 – Proposal Evaluation Criteria	This section discusses the evaluation criteria to be used to evaluate Respondents’ proposals.
Attachment A	Specifications
Attachment B	Sample Contract (NOTE: the Sample Contract is provided for reference only, and may be modified or revised prior to final approval and award)
Attachment C	Business Proposal Template
Attachment D	Q&A Template
Attachment E	Reference Check Form

1.6 QUESTION/INQUIRY PROCESS

All questions/inquiries regarding this RFP must be submitted in writing by the deadline of April 22, 2024 at 4:00 P.M. Questions/Inquiries must be submitted on the form provided in Attachment D, Q&A Template, via hand delivery at or certified mail to Gary Sanitary District, 3600 W. 3rd Ave., Gary, IN 46406, ATTN.: Willette Lee, or via email to Willette Lee (willette@garysan.com), with copies to Rhonda Anderson (rhonda@garysan.com) and Atty. Jewell Harris, Jr. (jharris@harrislawfirmnpc.net), and must be received at or prior to the time and date indicated above.

Following the submission of a question pursuant to this section, the Board Attorney for GSD will provide a response, including reference to the specific question, that will be copied to all parties who have obtained a copy of the RFP. Respondents who fail to provide an email address as noted in Section 1.1 of this RFP will not receive copies of the questions and responses. The questions will be compiled by GSD and submitted to the Board Attorney on April 23, 2024, and responses will be forwarded, no later than 4:00 P.M. on April 29, 2024, to all Respondents who have provided an email address.

Only answers transmitted via email from Atty. Jewell Harris, Jr. (jharris@harrislawfirmnpc.net) will be considered official and valid. No Respondent shall rely upon, take any action, or make any decision based upon any verbal communication with any GSD employee, agent, or Commissioner. Inquiries by a Respondent or prospective Respondent directed to any employee or official of the City of Gary, GSD, or any member of the GSD Board of Sanitary Commissioners, other than those points of contact specifically mentioned herein, are strictly prohibited; such action may disqualify a Respondent or prospective Respondent from consideration for a contract resulting from this RFP.

If it becomes necessary to revise any part of this RFP, or if additional information is necessary for a clearer interpretation of provisions of this RFP prior to the due date for proposals, an addendum will be emailed to every person or entity who has requested a copy of the RFP. If such addenda issuance is necessary, GSD may extend the due date and time of proposals to accommodate such revisions or additional information requests.

1.7 SITE VISITS

Respondents are required to coordinate a visit to the GSD Wastewater Treatment Plant for inspection and observation to assist in formulation of their proposals. Site visits shall be coordinated by directing an email to Paul Anderson (panderson@garysan.com), with copies to Rhonda Anderson (rhonda@garysan.com) and to Atty. Jewell Harris, Jr. (jharris@harrislawfirmnpc.net). At least one (1) site visit per Respondent is mandatory in order for the Respondent's Proposal to be considered responsive to this Request for Proposals. Failure to complete a site visit will result in the disqualification of that Respondent's Proposal.

1.8 DUE DATE FOR PROPOSALS

All proposals must be received by GSD at the GSD Administrative Offices, located at 3600 W. 3rd Ave., Gary, IN 46406, via mail, courier, or hand delivery, no later than 12:00 P.M. (NOON) on May 6, 2024. Each Respondent must submit one original USB Flash drive (marked "Original") and three (3) complete copies on USB Flash drives of the proposal, including the Transmittal Letter and other related documentation as required in this RFP. The original USB Flash drive will be considered

the official response in evaluating responses for scoring and protest resolution. The Respondent's proposal response, as submitted, may be posted on the GSD website if recommended for selection. Each copy of the proposal must follow the format indicated in Section Two of this document. Unnecessarily elaborate brochures or other presentations, beyond those essential to present a complete and effective proposal, are not desired.

All proposals must be addressed to:

Gary Sanitary District
3600 W. 3rd Ave.
Gary, IN 46406

It is the responsibility of the Respondent to make sure that solicitation responses are received by GSD on or before the designated time and date. Late submissions will not be accepted. Submissions will be time-stamped by Willette Lee at the time of receipt, and the Gary Sanitary District employee timekeeping system shall be the official timekeeping device for all submissions.

All proposal packages must be sealed and clearly marked with the RFP title, due date, and time due. GSD will not accept any unsealed proposals. Any proposal received by GSD after the due date and time will not be considered. Any late proposals will be returned, unopened, to the Respondent upon request. All rejected proposals not claimed within 30 days of the proposal due date will be destroyed. No more than one proposal per Respondent may be submitted.

GSD accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

1.9 MODIFICATION OR WITHDRAWAL OF OFFERS

Modifications to proposals submitted in response to this RFP may only be made in a manner and format consistent with the submittal of the original proposal and acceptable to GSD, and must be clearly identified as a modification.

A Respondent, or its authorized representative, may withdraw its proposal, in person, at any time prior to the due date. Proper documentation to confirm the identity and authority of the representative will be required before GSD will release the withdrawn proposal. The authorized representative will be required to sign a receipt for the withdrawn proposal.

Modification to, or withdrawal of, a proposal after the exact hour and date specified for receipt of proposals will not be considered.

1.10 PRICING

Pricing on this RFP must be firm and must be offered for a period of not less than 180 days from the proposal due date. Any attempt to manipulate the format of the document, attach caveats to pricing, or submit pricing that deviates from the current format will put a proposal at risk of disqualification.

Please refer to the Cost Proposal sub-section under Section 2 for a detailed discussion of the proposal pricing format and requirements.

1.11 PROPOSAL CLARIFICATIONS AND DISCUSSIONS

GSD reserves the right to request clarifications from the Respondent to any proposal submitted in response to this RFP. GSD also reserves the right, pursuant to IC 5-22-9-6, 9, and 10, to conduct proposal discussions and/or negotiations, either oral or written, with one or more Respondents at any time after the deadline for submission of proposals.

These discussions may include, but shall not be limited to, requests for additional information, requests for qualifications or additional references, and/or requests for cost or technical proposal revision. Additionally, in conducting discussions, GSD may use information derived from proposals submitted by competing Respondents; consistently with IC 5-22-9-6, 9, and 10, however, GSD shall use this information only if the identity of the Respondent providing the information will not be disclosed to other Respondents in the process. GSD will provide equivalent information to all Respondents which have been chosen for discussions. Discussions, along with negotiations with responsible Respondents, may be conducted for any appropriate purpose at the discretion of GSD.

GSD will schedule all discussions. Any information gathered through oral discussions must be reduced to writing.

1.12 TYPE AND TERM OF CONTRACT; CONTRACT NEGOTIATIONS

GSD intends to sign a contract with a Respondent for performance of the services described in this RFP. A sample contract is provided in Attachment B. If a Respondent intends to request changes to the sample contract, a copy of the sample contract with the proposed changes included must be submitted with that Respondent's proposal. (See Section 2.3.5 of this RFP for further details). GSD reserves the right to reject any requested changes to the sample contract. It is GSD's expectation that any negotiations or discussions regarding material elements of the contract will be substantially finalized prior to contract award.

The initial term of the contract shall be two (2) years from the date of contract, unless GSD and the selected Respondent agree otherwise. At the end of the initial contract term, renewal options may be offered by GSD at its sole and exclusive discretion, dependent in part upon the Contractor's performance during the contract term and the Contractor's ability to continue at the current contract price.

1.13 BEST AND FINAL OFFER

GSD may request best and final offers from any or all Respondents determined to be responsible, responsive and sufficiently qualified and viable for a contract award. However, GSD reserves the right to award a contract on the basis of initial proposals received. Therefore, each proposal should contain the Respondent's best terms from a price and technical standpoint.

Following evaluation of best and final offers, if requested, GSD may select for final contract negotiations and execution the offer that is most advantageous to GSD, considering cost and the evaluation criteria contained in Section 3 of this RFP. GSD may also elect to reject all proposals at that time.

1.14 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 et seq., and, after the contract award, the entire RFP file may be viewed and copied by any member of the public, including news agencies and competitors. The responses are deemed to be “public records” unless a specific provision of IC 5-14-3 protects them from disclosure. Respondents claiming a statutory exception to public disclosure must indicate in the Transmittal Letter which specific provision that the Respondent believes is applicable to which specific part of the response. Confidential information must also be clearly marked in a separate folder on any included USB. Please note, citing “Confidential” on an entire section is not sufficient. The Indiana Office of the Public Access Counselor (PAC) provides guidance on APRA.

If the Respondent does not identify any statutory exception to public disclosure, GSD will not consider the submission confidential. GSD also reserves the right to seek the opinion of the PAC for guidance with regard to the applicability of the cited exception.

1.15 COMPLIANCE CERTIFICATION

Proposals submitted in response to this RFP serve as a representation that the Respondent has no current or outstanding criminal, civil, or enforcement actions initiated by GSD, the City of Gary, the State of Indiana, the United States Government, or any other state government, and it agrees that it will immediately notify GSD of any such actions should they arise during evaluation of the Respondent’s proposal.

1.16 EQUAL OPPORTUNITY STATEMENT

In the process of evaluating proposals and awarding the contract contemplated herein, GSD intends to comply with the equal opportunity provisions contained in Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, 42 U.S.C. §1981, Title 5, Article 22 of the Indiana Code, Title 22, Article 9 of the Indiana Code, and Chapter 2, Article XII of the Municipal Code of the City of Gary, to the extent that they are applicable to this RFP and contract award.

1.17 SUMMARY OF MILESTONES

The following timeline is only an illustration of the RFP process. The dates associated with each step are not to be considered binding. Due to the unpredictable nature of the evaluation period, these dates are commonly subject to change. At the conclusion of the evaluation process, all Respondents will be informed of the evaluation team’s findings.

Key RFP Dates

Activity	Date
Issuance of RFP	April 1, 2024
Deadline to Submit Written Questions	April 22, 2024
Response to Written Questions/RFP Amendments	April 29, 2024
Submission of Proposals	May 6, 2024 (12:00 P.M.)
<i>The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.</i>	
Proposal Evaluation	May 7, 2024 – May 14, 2024
Proposal Discussions/Clarifications (if necessary)	On or before May 14, 2024
Interviews (if necessary)	May 15, 2024 – May 16, 2024
Best and Final Offers (if necessary)	On or before May 17, 2024
RFP Award Recommendation	May 20, 2024

1.18 CONFLICT OF INTEREST

Any person, firm or entity that has assisted with and/or participated in the preparation of this RFP solicitation document is prohibited from submitting a proposal responsive to this specific RFP. For the purposes of this RFP, “person” means any individual or entity working with or advising GSD or the City of Gary regarding, or involved in the preparation of, this RFP solicitation document. This prohibition would also apply to an entity which currently employs, or has employed within a one-year period prior to the publication of this RFP, a person that assisted with and/or participated in the preparation of this RFP.

SECTION TWO PROPOSAL PREPARATION INSTRUCTIONS

2.1 GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is described in this section. All Respondents are required to format their proposals in a manner consistent with the guidelines described below:

- Each item must be addressed in the Respondent's proposal.
- The Transmittal Letter must be in the form of a letter. The business and technical proposals must be organized under the specific section titles as listed below.
- Electronic copies of a proposal submitted should be organized to mirror the sections below and the attachments.
- Each item, i.e. Transmittal Letter, Business Proposal, Technical Proposal, Cost Proposal, etc., must be separate standalone electronic files if the proposal is submitted electronically. Proposals should not be submitted as one large file.
- Whenever possible, all attachments should be submitted in their original format.
- Confidential Information must also be clearly marked in a separate folder/file.

2.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following topics except those specifically identified as "optional."

2.2.1 Agreement with Requirements Listed in Section 1

The Respondent must explicitly acknowledge understanding of the general information presented in Section 1 and agreement with any requirements or conditions listed in Section 1.

2.2.2 Summary of Ability and Desire to Supply the Required Products or Services

The Transmittal Letter must briefly summarize the Respondent's ability to perform the services which are the subject of this RFP. The letter must also contain a statement indicating the Respondent's willingness to provide the requested products and/or services subject to the terms and conditions set forth in the RFP including, but not limited to, the conditions set forth in the sample contract.

2.2.3 Signature of Authorized Representative

A person authorized to commit the Respondent to its representations and who can

certify that the information offered in the proposal meets all general conditions, including the information requested in Section 2.3.4, must sign the Transmittal Letter. In the Transmittal Letter, Respondent must indicate the principal contact information for matters relating to the proposal, including an address, telephone and fax number, and an email address.

2.2.4 Respondent Notification

Unless otherwise specified or requested in the Transmittal Letter, Respondent will be notified via e-mail with regard to any questions, clarifications, or determinations by GSD.

It is Respondent's obligation to notify GSD of any changes in any address that may occur during the pendency of this solicitation and/or the evaluation of proposals. GSD will not be held responsible for miscommunication resulting from incorrect contractor/contractor addresses.

2.2.5 Confidential Information

For all information which a Respondent intends to classify as confidential, the Respondent must provide the following supplemental information:

- A list of all documents, or sections of documents, for which statutory exemptions to APRA are being claimed;
- A specific citation to the statutory exception from APRA which applies for each document, or section of the document; and
- If possible, a separate redacted (for public release) version of the document.

2.3 BUSINESS PROPOSAL

2.3.1 Statement of Qualifications

Respondent should provide a general statement, on the form included as Attachment "C," of its qualifications, certifications, and related experience and expertise which confirms Respondent's qualification to perform the services described in the project specifications (see Attachment "A").

2.3.2 Contract Terms/Clauses

A sample contract for services is provided in Attachment B. It is GSD's expectation that the final contract will be substantially similar to the sample contract provided in Attachment "B." If a clause is not acceptable as worded, Respondent should suggest specific alternative wording to address its concerns with the specific clause. Further, if a Respondent wishes to propose additional contract terms, they should be included in this section. GSD reserves the right to reject any and all of these requested changes.

This RFP, or any portion thereof, and Respondent's proposal, or any portion thereof,

may be incorporated as part of the final contract.

2.3.3 References

Reference information is to be provided on Attachment “E.” Respondent should complete the reference information portion of the Attachment “E,” which includes the name, title, and phone/fax numbers of a person who may be contacted for further information if GSD elects to do so. GSD should receive at least two (2) references from clients or other entities for whom the Respondent has provided services that are the same or similar to the services requested in this RFP.

2.3.4 Cost Proposal

Respondent shall provide a list or schedule of hourly fees, as applicable, for performance of various aspects of the Services. Respondent may itemize a varying fee or rate for performance of different services, or may propose a flat rate to cover all services.

2.3.5 Evidence of Financial Responsibility

This section will require the Respondent to provide evidence of financial responsibility, to the extent that Respondent’s cash flow and current obligations will allow Respondent to effectively perform the Services if selected to do so.

Notwithstanding any other provision relating to the beginning of the contract term, no contract will become effective until satisfactory evidence of financial responsibility is presented.

2.3.6 Certification of DBE/WBE/MBE and/or Local Business Entity status

Contractor must provide any and all necessary certifications to establish its status as a DBE/WBE/MBE, and/or records of the Secretary of State establishing its status as a Local Business Entity (corporate address or principal place of business within the territorial limits of the City of Gary).

SECTION THREE
PROPOSAL EVALUATION

3.1 EVALUATION CRITERIA

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the RFP in a cost-effective manner. If any one or more of the listed criteria on which the responses to this RFP will be evaluated are found to be inconsistent or incompatible with applicable federal laws, regulations or policies, the specific criterion or criteria will be disregarded and the responses will be evaluated and scored without taking into account such criterion or criteria.

Summary of Evaluation Criteria:

Criteria	Points
1. Adherence to Mandatory Requirements	Pass/Fail
2. Cost (Cost Proposal)	50 available points
3. Familiarity with Wastewater Treatment Plant and Locations for Performance of Services (Business and Technical Proposal)	20 available points
4. History of Working Relationship with GSD, City of Gary, and/or Local Industry (Business and Technical Proposal / References)	10 available points
5. Local Business Entity Status	10 available points
6. DBE/MBE/WBE Status	10 available points
Total	100 available points

3.2 PROPOSAL EVALUATION PROCEDURE

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

Step 1

Proposals will be evaluated only against criteria noted in Category 1, to ensure that they adhere to all mandatory and compliance requirements set forth in previous sections of this RFP. Any proposals not meeting any mandatory requirement will be disqualified.

Step 2

The proposals that meet the mandatory requirements will then be scored based on Criteria 2-6. This scoring will have a maximum possible score of 100. All proposals will be ranked

on the basis of their combined scores for Criteria 2-6. This ranking will be used to create a “short list.” Any proposal not making the “short list” will not be considered for any further evaluation.

Step 3

The “short-listed” proposals will then be re-evaluated based on all of the evaluation criteria outlined in the table above. The “short-listed” proposals may be re-scored using the 100-point scale at this time. Step 3 may also include one or more rounds of proposal discussions, oral presentations, interviews, clarifications, or conferences focused on cost and other proposal elements.

Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to GSD, taking into account all of the evaluation factors, may be selected by GSD for further action, such as contract negotiations. If, however, GSD decides that no proposal is satisfactory or sufficiently advantageous to it, GSD may elect to reject all proposals and take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected but the parties are unable to reach agreement on material contract terms, GSD may begin contract preparation with the next qualified Respondent or determine that no such alternate proposal exists.

ATTCHMENT A: SPECIFICATIONS

Industrial Electrician Scope of Duties

Ensure the continued functioning of electrical equipment by its proper installation, maintenance, and repair. Must be able to understand technical documents, such as schematics, that detail job instructions. Must also adhere to the statutory codes that apply to the work. Success in this role will be demonstrated by the continued successful completion of assigned tasks with minimized equipment downtime.

Job Responsibilities and Duties

- Installation, maintenance, overhaul, repair, and testing the electrical parts of industrial equipment such as:
 - Low and medium voltage distribution equipment;
 - Low and medium voltage rotating equipment;
 - Low and medium voltage motor controls, starters and variable speed drives;
 - Digital and analog controls including micro-processor controls, devices, instruments and systems;
 - Utility protective relays and controls;
 - Fiber optic cable, terminations and devices;
 - Communications, networking and signaling systems;
 - Standby and emergency power sources;
 - Other equipment found in wastewater collection and treatment facilities;
 - Travelling Bar Screens
 - Belt Filter Presses
 - Gravity Belt Thickeners
 - Grit Washers
 - Centrifugal Blowers
 - Hydraulic Accumulator Systems
 - Clarifier Tank Rake Systems
 - Online Analytical Instruments
- Works individually or as part of a team to successfully complete projects
- Follows safety procedures and adheres to electrical codes
- Correctly interprets technical documents for proper execution of assignments
- Conducts quality assurance measures and inspections
- Participates in afterhours/weekend/holiday callout rotation

Job Requirements

- Journeyman inside wireman with certificate of completion from an accredited IBEW/NECA Apprenticeship School. Two (2) journeyman electricians required 40 hours a week on average, with additional call-outs and/or overtime likely.
- Local IBEW 697 signatory contractor
- Knowledgeable in pertinent NEC electrical code and regulations
- Able to understand schematics and other technical documents (P&ID Drawings, Ladder Diagrams & Low/Medium Voltage Electrical Power & Lighting Drawings)
- Able to generate schematics and technical documents where none are available
- Must be able to handle physically-demanding tasks
- Annual training for the following;
 - Personal protective equipment (PPE) and other safety equipment;
 - Hazardous energy control procedures, such as Lockout/Tagout and isolating points of hazards;
 - OSHA procedures for confined space entry;
 - Fall protection safety equipment and procedures;
 - OSHA 10 Minimum
 - First Aid/CPR Certification Renewed Every Two Years.
 - Aerial Lifts
 - Ladder Safety

ATTACHMENT B: SAMPLE CONTRACT

CONTRACT BETWEEN

**GARY SANITARY DISTRICT
("GSD")**

AND

_____ **("CONTRACTOR")**

FOR

INDUSTRIAL ELECTRICAL SERVICES

INDUSTRIAL ELECTRICAL SERVICES CONTRACT

This Industrial Electrical Services Contract (referred to herein as "Contract" or "Agreement", interchangeably), is made and entered into on this ____ day of _____, 2024, by and between the Gary Sanitary District (hereinafter, "GSD") and _____, "Contractor", a _____ duly organized under the laws of the State of _____, and being duly licensed to do business in the State of Indiana in the nature of performing the services of a general commercial/industrial electrical/electrician contractor. This contract is intended to replace and/or supersede any and all previous contracts or agreements between these parties, or any subsidiary or affiliated entities thereof, with regard to the aforementioned services. All such previous contracts are considered null and void as of the date of execution of this contract.

GSD and Contractor agree as set forth below:

1. The Services. It is the intent of the Contractor and GSD that Contractor shall provide all materials, labor, tools, equipment, supplies, safety equipment, transportation and supervision necessary to perform, and shall perform, the services generally described herein (hereinafter, "the Services"), in a good and workmanlike manner and in accordance with the Contract Documents (as hereinafter defined) or in a manner reasonably inferable by Contractor as necessary to produce the results intended by the Contract Documents:

A. Scope of Services. Contractor shall perform the services as frequently as necessary and in the manner and scope set forth in the Specifications to the original Request for Proposal (attached hereto as Exhibit "A") and pursuant to Contractor's representations in its Proposal (attached hereto as Exhibit "B").

B. Supervision and Procedures. Contractor shall supervise and direct the performance of the Services using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures, and for coordinating all portions of the Services. Contractor shall be deemed an independent contractor and operate as a separate entity from GSD.

Contractor shall be responsible to GSD for the acts and omissions of Contractor's employees, subcontractors, material suppliers, laborers, and all other persons performing portions of the Services.

C. Labor and Materials. Contractor shall provide and pay for all labor, materials, equipment, tools, machinery, fuel, utilities, transportation, and other facilities and services necessary for the proper execution and

completion of the Services, whether temporary or permanent and whether or not incorporated or to be incorporated in the Services.

D. Permits, Licenses, Fees and Notices. Contractor shall secure and pay for all required and necessary permits, licenses, governmental fees and inspections necessary for the proper execution and completion of the Services. Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the Services.

If Contractor performs the Services in a manner that is contrary to laws, statutes, ordinances, codes or rules and regulations, or fails to maintain compliance with the requirements of any regulatory agency, Contractor shall assume full responsibility for such Services and shall bear the attributable costs.

E. Subcontractors. Contractor shall not subcontract or assign any right or interest under this Agreement, unless approved by GSD prior to execution of this Agreement. Any attempt by Contractor to subcontract or assign any portion of the contract shall not be construed to relieve Contractor from any responsibility to fulfill its obligations in accordance with the provisions of the Contract Documents and shall be considered a material breach of this Agreement.

F. Representations. Contractor represents and warrants the following to GSD as a material inducement to GSD to execute this Contract, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Contract, and the final completion of the Services:

1. Contractor is able to furnish the tools, materials, supplies, equipment and labor required to complete the Services as described herein and perform its obligations hereunder and has sufficient experience and competence to do so;
2. Contractor has either personally observed or reviewed maps, plans, schematic diagrams, equipment lists, and/or other graphic depictions of the GSD Wastewater Treatment Plant, pump stations, lift stations, and wastewater collection system, and is familiar with the local conditions under which the Services are to be performed;
3. Contractor represents and warrants, and GSD awards this Contract upon the express warranty of the Contractor, that it has not, nor has any other member, representative, agent, or officer of the firm, company, corporation or partnership represented by the Contractor:

a. employed or retained any company or person, to solicit or secure this Agreement, other than current employees of the Contractor; or

b. entered into or offered to enter into any combination, collusion, or agreement to receive or pay and that the Contractor has not received or paid, any fee, commission, percentage, or any other consideration, contingent upon or resulting from the award of and the execution of this Agreement, excepting such consideration and subject to the terms and conditions expressed upon the face of the Agreement, and excepting any payments to Contractor's current employees.

For a breach or violation of any of these representations, GSD shall have the right to cancel this Agreement without liability and to recover, at the election of GSD, any and all monies or other consideration paid hereunder.

G. GSD's Right to Stop the Services. If Contractor fails to correct Services which are not in accordance with the requirements of the Contract Documents, or persistently fails to carry out Services in accordance with the Contract Documents, GSD may order Contractor to stop the Services, or any portion thereof, until the cause for such order has been eliminated; however, the right of GSD to stop the Services shall not give rise to a duty on the part of GSD to exercise this right for the benefit of Contractor or any other person or entity. Contractor shall have no right of action or claim against GSD for or on account of orders for Service stoppage if given in good faith and upon reasonable belief that sufficient grounds exist therefore.

H. GSD's Right to Carry Out the Services. If Contractor defaults or neglects to carry out the Services in accordance with the Contract Documents and fails within two (2) days after receipt of written notice from GSD to commence and continue correction of such default or negligence with diligence and promptness, GSD may, without prejudice to other remedies GSD may have, correct such deficiencies either by utilizing its own personnel or engaging a different Contractor on an emergency basis. Contractor shall pay the cost to GSD of correcting such deficiencies.

I. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend GSD and its officers, directors, employees, agents and consultants from and against all claims, costs, losses and damages (including but not limited to all reasonable attorneys' fees and costs) caused by, arising out of, or resulting from Contractor's performance of the Services, including but not limited to any injuries or damage to property occurring at any location where Contractor is performing

the Services, or is traveling to perform the Services, pursuant to this Contract, provided that any such claim, cost, loss or damage:

1. is attributable to bodily injury or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, or to the total or partial loss of functionality of the GSD Wastewater Treatment Plant, collection system, pump stations, or lift stations, and any corresponding loss of utility service or sewer overflow; and
2. is caused in whole or in part by any deficient performance of the Services by Contractor, or any negligent act or omission of Contractor or any person or organization directly or indirectly employed by any of them to perform or furnish any of the Services or anyone for whose acts any of them may be liable.

All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Services and termination or completion of the Contract.

J. OSHA Responsibility. As an independent contractor, Contractor accepts all responsibility for all injuries and accidents that meet the definition of “reportable” as defined by OSHA. Further, Contractor shall report to IOSHA, via a first report, and list on Contractor’s annual OSHA 300 Report, all accidents that occur while performing services for or to GSD.

2. Contract Documents. The Contract Documents consist of this Agreement. The Contract Documents form the Contract for Services and represent the entire and integrated agreement between the parties hereto and supersede any and all prior negotiations, representations or agreements, either written or oral.

3. Contractor's Representations Related to Unauthorized Aliens.

- A. IC 22-5-1.7 Chapter 1.7. Public Contract Services, Business Entities; Unauthorized Aliens.
- B. IC 22-5-1.7.2 “Contractor” As used in this chapter, “contractor” means a person that has or is attempting to enter into a public contract for services with a state agency or political subdivision.
- C. IC 22-5-1.7-3 “E-Verify program” As used in this chapter, “E-Verify program” means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403(a), as amended, operated by the United States

Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control.

- D. IC 22-5-1.7-4 “Person” As used in this chapter, “person” means an individual, a corporation, a limited liability company, a partnership, or another legal entity.
- E. IC 22-5-1.7-5 “Political subdivision” As used in this chapter, “political subdivision” has the meaning set forth in IC 36-1-2-13.
- F. IC 22-5-1.7-6 “Public contract for services” As used in this chapter, “public contract for services” means any type of agreement between a state agency or a political subdivision and a contractor for the procurement of services.
- G. IC 22-5-1.7-9 “Unauthorized alien” As used in this chapter, “unauthorized alien” has the meaning set forth in 8 U.S.C. 1324a(h)(3).
- H. IC 22-5-1.7-11 Contractors with public contracts for services required to use E-Verify program; business entities that receive certain grants required to use E-Verify program Sec. 11. (a) This subsection applies only to a public contract for services entered into or renewed after June 30, 2011. A state agency or political subdivision may not enter into or renew a public contract for services with a contractor unless:
 - 1) the public contract contains:
 - a) a provision requiring the contract to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program; and
 - b) a provision that provides that a contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists; and
 - c) the contractor signs an affidavit affirming that the contractor does not knowingly employ an unauthorized alien.
 - 2) A state agency or political subdivision may not award a grant of more than one thousand dollars (\$1,000) to a business entity unless the business entity:
 - a) signs a sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify program;
 - b) provides documentation to the state agency or political subdivision that the business entity has enrolled and is participating in the E-Verify program; and
 - c) signs an affidavit affirming that the business entity does not knowingly employ an unauthorized alien.

- I. IC 22-5-1.7-15 Certification by subcontractor. If a contractor uses a subcontractor to provide services for work the contractor is performing under a public contract for services, the subcontractor shall certify to the contractor in a manner consistent with federal law that the subcontractor, at the time of certification:
 - 1) does not knowingly employ or contract with an unauthorized alien;
 - and
 - 2) has enrolled and is participating in the E-Verify program.
- J. Affidavit by Contractor. By execution of this contract, I swear under the penalties of perjury that my company does not knowingly employ an unauthorized alien.
- K. I hereby certify that I am not engaged in investment activities in Iran per I.C. 5-22-16.5-13.
- L. Termination of the Agreement for violation of this requirement may not be considered by the Contractor or its subcontractor(s) as a breach of contract by GSD.

4. Payment.

A. General Payment Provisions. The Contractor shall provide Applications for Payment to GSD for the provision of the Services at the rates accepted and prescribed herein. Contractor shall provide to GSD an Application for Payment on a monthly basis. Such Application for Payment shall be supported by such data substantiating Contractor's right to payment as GSD may require. GSD shall make payment within thirty (30) days of actual receipt of Contractor's Application for Payment for the Services.

GSD reserves the right to inspect and approve the performance of the Services prior to issuing payment.

B. Compensation for Performance of Services. Contractor will be compensated for performance of the Services on a monthly basis, pursuant to Contractor's billings, for any month during which the Services are performed. Compensation due to Contractor shall be determined as reflected in Contractor's Proposal, attached hereto as Exhibit "B."

C. Withholding of Payment. If any claim or lien is made or filed with or against GSD or the proceeds of this Contract by any person claiming that Contractor or any person for whom Contractor is liable has failed to make payment for labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Services, or if at any time

there shall be evidence of such non-payment or of any claim or lien which is chargeable to Contractor, or if Contractor or any other person for whom Contractor is liable causes damages related to the Services, or if Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Contract Documents, GSD shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to

1. satisfy, discharge and/or defend against such claim or lien or any action which may be brought or judgment which may be recovered thereon,
2. make good any such non-payment, damage, failure or default, and
3. compensate GSD for and indemnify it against any and all losses, liability, damages, costs, and expenses, including attorneys' fees and disbursements which may be sustained or incurred in connection therewith. GSD shall have the right to apply and charge against Contractor so much of the amount retained as may be required for the foregoing purposes. If the amount retained is insufficient therefore, Contractor shall be liable for the difference.

5. Date of Commencement and Completion; Possibility of Renewal. Contractor may begin providing Services pursuant to this Agreement as of _____. Contractor shall continue to provide Services as necessary through and including _____. By executing this Agreement, Contractor confirms that the Contract Time is reasonable for performing the Services, and that Contractor intends to provide Services throughout the duration of this Agreement.

At the sole and exclusive discretion of GSD, subsequent renewals of this Agreement for similar terms in subsequent calendar years may be discussed following the completion of the initial term of this Agreement. Contractor's performance in the initial term of this Agreement may be a factor in GSD's determination as to whether or not to offer a renewal option. There is no guarantee that a renewal option will be offered.

6. Changes in the Services. Changes in the Services may be accomplished after execution of this Agreement only by Change Order. A Change Order shall be based upon written agreement among GSD and Contractor. Changes in the Services shall be performed under applicable provisions of the Contract Documents, and Contractor shall proceed promptly.

A Change Order is a written instrument signed by GSD and Contractor and stating their agreement upon all of the following:

- A. a change in the Scope of Services or payment terms; or
- B. the extent of the adjustment in the Contract Time, if any.

7. Safety. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Services. Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- A. Contractor's employees;
- B. GSD or City of Gary employees;
- C. Members of the general public; and
- D. property located at the site of performance or adjacent thereto, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and vehicles.

Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss. Contractor shall maintain, as required by existing conditions, reasonable safeguards for safety and protection.

8. Insurance and Bonds.

A. Licensed Sureties and Insurers. All Bonds and insurance required by the Contract Documents to be purchased and maintained by Contractor shall be obtained from a surety or insurance company or companies that are duly licensed or authorized in Indiana to issue Bonds or insurance policies for the limits and coverages so required. The surety and insurance companies providing any coverages on this Project shall have and maintain during the term of this Agreement a minimum A.M. Best (Best's Key Rating Guide) rating classification of "A-".

B. Certificates of Insurance

1. Contractor shall deliver to GSD certificates of insurance which Contractor is required to purchase and maintain in accordance with Section 8(D) of this Contract.
2. Contractor shall file certificates of insurance for all coverages required with GSD, naming GSD as Certificate Holder or additional insured.
3. The certificate of insurance shall show that all coverages are provided on an occurrence basis and shall indicate the aggregate limit available as of the date the certificate is issued.

4. All certificates of insurance must include a provision stating that a minimum thirty (30) days' prior written notice will be provided to GSD for any cancellation, non-renewal, material change, or reduction of coverage. The Contractor shall cease operations upon the occurrence of any such cancellation, non-renewal, material change, or reduction of coverage, and shall not resume operations until satisfactory replacement insurance is provided, coverage is effective and certificates of insurance are received.

C. Contractor's Liability Insurance

1. Contractor shall purchase and maintain such liability and other insurance as is required for the Services and that will provide protection from claims which may arise out of or result from Contractor's performance of the Services and other obligations under the Contract Documents, with a minimum liability limit of \$1,000,000 per occurrence, including:
 - a. Claims under workers' compensation disability benefits and other similar employee benefit acts which are applicable to the Services including private entities performing Services and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for the mandatory coverage for the duration of the Services. In case any such Service is sublet, the Contractor shall require the subcontractor to provide insurance for all employees of the subcontractor engaged in such Services unless such employees are covered by the coverage afforded by the Contractor's insurance.
 - b. Claims for damages because of bodily injury, occupational sickness or disease or death of Contractor's employees, or persons or entities excluded by statute from the requirements of 8(D)(1), but required by the Contract Documents to provide the insurance required therein;
 - c. Claims for damages because of bodily injury, sickness or disease or death of any person other than Contractor's employees;
 - d. Claims for damages insured by customary personal injury liability coverage which are sustained:

- (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor or
 - (ii) by any other person for any other reason;
 - e. Claims for damages, other than to the Work itself because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;
 - f. Claims for bodily injury or property damage arising out of completed operations; and
 - g. Claims involving contractual liability insurance applicable to the Contractor's obligations under the indemnification requirements of Section 1(I) of the Contract.
2. Contractor shall purchase and maintain commercial general liability and commercial automobile liability insurance, with a minimum liability limit of \$1,000,000 per occurrence, during the entire term of this Contract. The policies shall be based on terms commonly referred to in the insurance industry as an occurrence coverage form (Claims made policy forms are not acceptable.)
- a. The certificate of insurance for commercial general liability insurance shall indicate the amount of the aggregate limit remaining as of the date of the certificate.
 - b. The commercial general liability coverage shall include premises coverage, products and completed operations coverage, personal injury coverage, coverage for explosion, collapse, and underground coverages, broad form property damage and contractual liability coverage to satisfy the indemnification clause in its entirety included in Section 1(I) of the Contract.
 - c. The certificate of insurance shall include this specific language on the certificate of insurance confirming this definition of an insured contract or a certified copy of the policy is to be submitted which includes this definition of an insured contract.

Contractor specifically represents and warrants that the insurance policies described in this Section will remain active at their original policy levels throughout the duration of this Contract, due to organizational and/or corporate policies which prevent them from being independently modified.

9. Default and Remedies.

Termination for Cause. This Agreement may be terminated by GSD in whole or in part for cause upon ten (10) days' written notice to Contractor, in the event Contractor fails or neglects to perform services and Contractor's failure to perform is not rectified pursuant to the time frames set forth in Sections 1(G) and (H) of this Agreement. In the event of such termination for cause, Contractor shall be compensated for services performed to the satisfaction of GSD prior to the date of termination, but GSD shall not be liable for any additional or consequential damages. Such entitlement of Contractor shall constitute Contractor's sole and exclusive remedy and recovery, and in no event shall Contractor be entitled to recover anticipated profits and/or overhead on unperformed Services.

Termination for Convenience. This Agreement may be terminated by GSD in whole or in part without cause and for its convenience upon thirty (30) days' written notice to Contractor. In the event of such termination for convenience, Contractor shall be compensated for services performed to the satisfaction of GSD prior to the date of termination, but GSD shall not be liable for any additional or consequential damages. Such entitlement of Contractor shall constitute Contractor's sole and exclusive remedy and recovery, and in no event shall Contractor be entitled to recover anticipated profits and/or overhead on unperformed Services.

This Agreement may be terminated by Contractor in whole or in part without cause and for its convenience upon thirty (30) days' written notice to GSD. In the event of such termination for convenience, Contractor shall be compensated for services performed to the satisfaction of GSD prior to the date of termination, but GSD shall not be liable for any additional or consequential damages. Such entitlement of Contractor shall constitute Contractor's sole and exclusive remedy and recovery, and in no event shall Contractor be entitled to recover anticipated profits and/or overhead on unperformed Services.

10. Miscellaneous Provisions.

A. Governing Law. This Agreement shall be governed by the laws of the State of Indiana.

B. Successors and Assigns. GSD and Contractor respectively bind themselves, their successors, assigns and legal representatives to the other party hereto in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to this Agreement shall assign this Agreement without the written consent of the other, which consent should not unreasonably be withheld. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under this Agreement.

C. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

As of the date of execution of this Agreement, the following addresses are designated for delivery of written notice:

Gary Sanitary District
ATTN: Executive Director
3600 W. 3rd Ave.
Gary, IN 46406

With Copy To:

Harris Law Firm, P.C.
11410 Broadway
Crown Point, IN 46307

D. Non-Discrimination. GSD and Contractor acknowledge and affirm the following upon execution of this Agreement:

- a. In the hiring of employees for the performance of work under this Agreement or any subcontract thereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any individual who is qualified and available to perform the work to which the employment relates;
- b. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, religion, color, sex, national origin or ancestry;
- c. That there may be deducted from the amount payable to the contractor by GSD under this Agreement, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement; and
- d. That this Agreement may be cancelled or terminated by GSD, and all money due or to become due thereunder may be forfeited, for

any violation of the terms or conditions of this section of this Agreement.

- E. Rights and Remedies.** Duties and obligations imposed by this Agreement, and the rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law. No act or failure to act by GSD or Contractor shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a proceeding thereunder.
- F. Severability.** In the event that any provision, term or other portion of this Agreement, or any document or item referred to in this Agreement, shall be found to be invalid or unenforceable, then such provision, term or other portion shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision, term or other portion of this Agreement, or any document item referred to in this Agreement, shall not affect the validity or enforceability of any other provision, term or other portion of the contract, or any document or item referred to in this Agreement.
- G. Waiver.** A waiver by either party of any breach of any provision of these specifications or any contract document shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. No inspection, observation, payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance. Where the condition to be waived is a material part of the contract such that a waiver would affect the essential bargains to the parties, the waiver must take the form of a contract modification as provided for elsewhere in this Agreement.
- H. Venue.** In the event it becomes necessary to litigate any term or condition of this Agreement, the parties shall agree that the County of Lake, State of Indiana shall be proper venue to settle such disputes.
- I. Amendments.** This Agreement may only be amended by written agreement of both parties.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals on the date written below:

**GARY SANITARY DISTRICT
BOARD OF SANITARY COMMISSIONERS**

Contractor

William Allen, President

Ola V. Morris, Vice-President

Maurice G. Mabon, Secretary

Darnail Lyles, Commissioner

William Cook, Commissioner

Jewell Harris, Jr., Board Attorney

Rhonda Anderson, Executive Director

ATTACHMENT C: BUSINESS PROPOSAL

Instructions: Please provide answers to all questions as attachments to this document. Reference all attachments relevant to each question in the shaded area.

Business Proposal

2.3.1 General - Please introduce or summarize any information the Respondent deems relevant or important to GSD's successful procurement of the services requested in this RFP. If Respondent qualifies as a Minority Business Enterprise, Disadvantaged Business Enterprise, or Women's Business Enterprise under IC 4-13-16.5-1, or as a Local Business Entity, please note in this section and provide appropriate documentation.

2.3.2 Respondent's Company Structure – If respondent is not a sole proprietor, please include in this section the legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization. Please enter your response below and indicate if any attachments are included.

2.3.3 Company Financial Information - This section must include documents to demonstrate the Respondent's financial stability. Examples of acceptable documents include, but are not limited to, audited financial statements for the two (2) most recently completed fiscal years. If these cannot be provided, explain why and include an income statement and balance sheet for each of the two most recently completed fiscal years.

If the documents being provided by the Respondent are those of a parent or holding company, additional information should be provided for the entity/organization directly responding to this RFP. That additional information should explain the business relationship between the entities and demonstrate the financial stability of the entity/organization which is directly responding to this RFP.

2.3.4 References - Reference information is captured on Attachment "E." Respondent should complete the reference information portion of the Attachment "E," which includes the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information if GSD elects to do so. The rest of Attachment "E" should be completed by the reference and **mailed or emailed DIRECTLY** to GSD. GSD should receive two (2) Attachment "E's" from clients for whom the Respondent has provided services that are the same or similar to those services requested in this RFP. Attachment "E" should be submitted directly via email to Willette Lee (willette@garysan.com), with copy to Rhonda Anderson (rhonda@garysan.com), or mailed to the address listed in Section 1.8 of the RFP. Attachment "E" should be

submitted on or prior to the proposal submission due date listed in Section 1.17, and on the cover page, of the RFP. Please provide the contact information for each reference.

Reference 1	
Legal Name of Company or Governmental Entity	
Company Mailing Address	
Company City, State, Zip	
Company Website Address	
Contact Person	
Contact Title	
Company Telephone Number	
Company Fax Number	
Contact E-mail	
Industry of Company	
Reference 2	
Legal Name of Company or Governmental Entity	
Company Mailing Address	
Company City, State, Zip	
Company Website Address	
Contact Person	
Contact Title	
Company Telephone Number	
Company Fax Number	
Contact E-mail	
Industry of Company	

2.3.5 Subcontractors - The Respondent is responsible for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all prospective or potential subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all Indiana state statutes and City of Gary ordinances, and will be subject to the provisions thereof. For each portion of the proposed services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience. The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in GSD's evaluation. The Respondent must furnish information to GSD as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required

by GSD. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate GSD officials, and such relationships must meet with the approval of GSD.

The Respondent must list any subcontractor's name, address, and the state in which formed that are proposed to be used in providing the required products and/or services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority Business Enterprises or Women's Business Enterprises under IC 4-13-16.5-1. Please enter your response below and indicate if any attachments are included.

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2.3.6 General Information - Each Respondent must enter the following general information, including contact information.

Business Information	
Legal Name of Respondent/Company	
Contact Name	
Contact Title	
Contact E-mail Address	
Company Mailing Address	
Company City, State, Zip	
Company Telephone Number	
Company Fax Number	
Company Website Address	
Federal Tax Identification Number (FTIN)	
Number of Employees (company)	
Years of Experience	

2.3.7 Experience Serving State Governments - Please provide a brief description of your company's experience in serving governmental and/or quasi-governmental accounts.

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2.3.8 Experience Serving Similar Clients - Please describe your company's experience in serving customers of a similar size and in a similar capacity. Please provide specific clients and detailed examples.

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ATTACHMENT D: QUESTION AND ANSWER FORM

Instructions: Please submit all questions concerning the Request for Proposals, Attachments, scope and nature of the services, and any other aspect of the services or Request for Proposals on this form. All questions/inquiries regarding this RFP must be submitted in writing by the deadline of April 22, 2024 at 4:00 P.M. Questions/Inquiries must be submitted on the form provided in Attachment D, Q&A Template, via hand delivery at or certified mail to Gary Sanitary District, 3600 W. 3rd Ave., Gary, IN 46406, ATTN.: Willette Lee, or via email to Willette Lee (willette@garysan.com), with copies to Rhonda Anderson (rhonda@garysan.com) and Atty. Jewell Harris, Jr. (jharris@harrislawfirmpc.net), and must be received at or prior to the time and date indicated above.

QUESTION CONCERNING RFP SECTION NO.: _____

QUESTION TOPIC: _____

SPECIFIC QUESTION OR INQUIRY:

GSD Contact:
 Rhonda Anderson
 3600 W. 3rd Ave.
 Gary, IN 46406
 Email: rhonda@garysan.com
 Phone: (219) 944-0595

ATTACHMENT E: REFERENCE CHECK FORM

RFP for Industrial Electrical Service Contractor
 for the Gary Sanitary District

References Due on or before:
MAY 6, 2024 at 12:00 P.M. (NOON)

INSTRUCTIONS: You have been asked by the Respondent listed below to provide a reference as they are responding to the current solicitation issued by Gary Sanitary District (“GSD”). This is a standard form and your input is very much appreciated. During this competitive process, a representative from GSD may contact you directly for more detail. If you have any questions, please contact the GSD contact listed in the box in the top left side of the form.

Please provide the information requested below and submit this reference check via email to Willette Lee (willette@garysan.com), with copies to Rhonda Anderson (rhonda@garysan.com), or mail to Gary Sanitary District, 3600 W. 3rd Ave., Gary, IN 46406.

RESPONDENT NAME

REFERENCE CONTACT INFORMATION

Reference Company Name	
Contact Name	
Contact Title	
Contact Phone	
Contact Email	

QUESTIONS: Please provide a response to each of the question listed below regarding the vendor listed above.

1. If you decline to provide a reference, please indicate that below and provide any comments you would be willing to share regarding the reason.

2. Does the Respondent listed above currently provide your company with services? Please specify the type of services if provided.

3. How long did you/have you and/or members of your team worked with the Respondent listed above? Please provide the specific dates of service.

4. Has the Respondent listed above been subject to any requests for corrective action to cure performance issues? If you are able to, please describe the issue briefly, and any corrective actions required. Did the Respondent ultimately address the issue(s) in a satisfactory manner?

5. Would you rate your experience with the quality of services/work provided by the Respondent listed above as poor, adequate, satisfactory, or superior? Please elaborate on the reasons for choosing this rating.

6. Would you rate the Respondent listed above's knowledge of the nature of services to be provided as poor, adequate, satisfactory, or superior? Please elaborate on why you are giving the Respondent this rating.

7. Are there any other topics you believe GSD should consider during its reference evaluation or comments you would like to share?

8. Would your overall rating of the Respondent listed above be poor, adequate, satisfactory, or superior?

GARY SANITARY DISTRICT

3600 W. 3rd Ave.

Gary, IN 46406

PHONE: (219)944-0595

NOTICE OF REQUEST FOR PROPOSALS

GARY SANITARY DISTRICT

Contract for Industrial Electrical Services

Notice is hereby given, pursuant to I.C. 5-22-9-3, that Sealed Proposals for the provision of contract services regarding the Gary Sanitary District Contract for Industrial Electrical Services will be received by the Gary Sanitary District (“GSD”), at its main office located at 3600 W. 3rd Ave., Gary, IN 46406, until **12:00 NOON** local time on **MAY 6, 2024**. Any Proposal received after the designated time will be returned to the Proposer unopened. The Proposal should be submitted and clearly marked in the manner set forth in the Request for Proposals, and shall contain all required information as set forth in the Request for Proposals. Incomplete Proposals shall be deemed non-responsive and shall be immediately rejected.

In general, the Services consist of industrial electrical installation, repair, and maintenance within the wastewater treatment plant, pump stations, lift stations, and wastewater collection system operated by GSD. Further information regarding the scope and nature of the Services may be found in the Specifications contained within the Request for Proposals.

Copies of the Request for Proposals will be made available at or after **9:00 A.M.** local time on **April 2, 2024** at the GSD Administrative Offices located at 3600 W. 3rd Ave., Gary, IN 46406, and may be obtained from that location free of charge. Electronic copies of the Request for Proposals may also be requested at or after **12:00 P.M. (NOON) on April 1, 2024** by directing an email to Willette Lee (willette@garysan.com), with copy to Rhonda Anderson (rhonda@garysan.com).

Proposers are hereby notified that GSD reserves the right to reject all proposals submitted if none are found to be suitable. Further information may be found within the Request for Proposals document.