



STATE OF INDIANA

Contract Negotiated Bid 27-88469

INDIANA DEPARTMENT OF ADMINISTRATION

**On Behalf Of
Department of Natural Resources**

**Solicitation For:
Trash Services for O'Bannon Woods**

**Submission Due Date and Time:
October 19, 2026 @ 3:00 PM Eastern Time**

Mitchell Roelecke, Procurement Consultant
Mroelecke@idoa.IN.gov
Indiana Department of Administration
Procurement Division
402 W. Washington St., Room W468
Indianapolis, Indiana 46204

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SECTION ONE GENERAL INFORMATION AND REQUESTED PRODUCT/SERVICE

1.1 Introduction

In accordance with applicable Indiana Code provisions, Rules and Policies, the Indiana Department of Administration (IDOA), acting on behalf of the Department of Natural Resources (DNR), requires trash services for O'Bannon Woods. It is the intent of IDOA to solicit responses to this solicitation in accordance with the statement of work, proposal preparation section, and specifications contained in this document. This solicitation is being posted to the IDOA Bidding Opportunities website, at <https://www.in.gov/idoa/procurement/current-business-opportunities/> for downloading. Neither this solicitation nor any response (proposal) submitted hereto are to be construed as a legal offer.

1.2 Definitions and Abbreviations

Award Recommendation	IDOA's summary, typically in letter format, of the solicitation and suggestion on respondent selection for the purposes of beginning contract negotiations
Award Amount	Proposed amount that will result in a Contract.
Bid Response	An offer as defined in IC 5-22-2-17
Evaluated Amount	If preferences are selected, this is the amount after the preference is applied. Awardee is based on the evaluation amount.
IAC	Indiana Administrative Code
IC	Indiana Code

Installation	The delivery and physical setup of products or services requested in this Negotiated Bid
Other Governmental Body	An agency, a board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: 1) The judicial branch 2) The legislative branch 3) A political subdivision as defined in IC 5-22-2-22 and IC 36-1-2-13 (includes school corporations, municipal corporations, Legislative body, Taxing district, Town, Township and Unit) 4) A State educational institution
PO (Purchase Order)	Contractual mechanism for a one-time purchase
Prime Contractor	Refers to the entity responding to the solicitation.
Products	Tangible goods or manufactured items as specified in this Negotiated Bid
Proposal	An offer as defined in IC 5-22-2-17
Respondent	An offeror as defined in IC 5-22-2-18; and any entity or person who does business with the State and is registered as same. The State will not consider a bid response responsive if two or more offerors submit a joint or combined proposal. One entity or individual must be clearly identified as the company who will be ultimately responsible for performance of the contract
Services	Work to be performed as specified in this solicitation
State	The State of Indiana

State Agency	As defined in IC 4-13-1, "State Agency" means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of State government
Total Bid Amount	The amount that the respondent proposes on Attachment D that represents their total, all-inclusive price
VSC (Valuable Scope Contribution)	The benefit the proposed certified subcontractors(s) must provide to the project set forth in the solicitation

1.3 Purpose of the Negotiated Bid

The purpose of this solicitation is to select a respondent that can provide trash services. It is the intent of the Department of Natural Resources to contract with a respondent that provides quality services.

1.4 Summary – Scope of Work

The DNR is looking for a respondent to provide trash pickup services at O'Bannon Woods Park. A combination of four (4) and eight (8) yard dumpsters will need pickups 1-2 times per week depending on the time of year. Please see **Attachment D** for details on bin type and frequency. This Negotiated Bid will also serve to create a QPA, quantity purchase agreement, for other state agencies that may need trash services in this region of the state. Rates for those pickups will be determined as needed depending on frequency and bin size/type.

1.5 Negotiated Bid Outline

Section	Description
Section One – General Information and Requested Products or Services	This section provides an overview of the solicitation, general timelines for the process, and a summary of the

	products/services being solicited by the State/Agency via this Negotiated Bid.
Section Two – Bid Response Preparation Instruction	This section provides instructions on the format and content of the Bid including an Executive Summary and a Cost Proposal.
Section Three – Negotiated Bid Evaluation Criteria	This section discusses the evaluation criteria to be used to evaluate Respondents’ bid responses
Attachment A	Sample Contract
Attachment B	Sample PO
Attachment C	Q&A Template
Attachment D	Cost Proposal

1.6 Question/Inquiry Process

All questions/inquiries regarding this Negotiated Bid must be submitted in writing by the date and time outlined in Section 1.16. Questions/inquiries may be submitted in **Attachment C**, Q&A Template, via email to rfp@idoa.IN.gov and must be received by the time and date indicated in Section 1.16.

The subject line of the email submissions must clearly state the following:

“BID 27-88469 Questions/Inquiries – [insert company name]”

Following the question/inquiry due date, the State will compile a list of the questions/inquiries submitted by all Respondents. The responses will be posted to the IDOA website according to the timetable established in Section 1.16. Only answers posted on the IDOA website will be considered binding and valid by the State. No Respondent shall rely upon, take any action, or make any decision based upon any verbal communication with any State employee. If it becomes necessary to revise any part of this solicitation, or if additional information is

necessary for a clearer interpretation of provisions of this solicitation prior to the due date for bid responses, an Addendum will be posted on the IDOA website. If such Addenda issuance is necessary, the State may extend the due date and time of bids to accommodate such additional information requirements, if required.

1.7 Due Date for Bid Responses

All proposals must be received through the Supplier Portal no later than the date outlined in Section 1.16. Responses may be modified by Respondents until the time and date the response is due.

Supplier Portal:

<https://www.in.gov/idoa/procurement/supplier-resource-center/requirements-to-do-business-with-the-state/bidder-profile-registration/>

How to Submit an Electronic Bid:

<https://www.in.gov/idoa/procurement/supplier-resource-center/requirements-to-do-business-with-the-state/bidder-profile-registration/manage-my-bidder-profile/submitting-a-bid/>

1.8 Modification or Withdrawal of Offers

The Respondent's authorized representative may withdraw the proposal prior to the due date by sending notice to the contact listed on Page 1 of this document.

1.9 Pricing

Pricing on this solicitation must be firm and remain open for a period of not less than one hundred eighty (180) days from the date of award issuance. Any attempt to manipulate the format of the document, attach caveats to pricing, or submit pricing that deviates from the current format will put your bid response at risk of being removed from consideration.

Respondents should refer to the Cost Proposal sub-section under Section Two for a detailed discussion of the bid response pricing format and requirements. Bid responses should not include any tax from which the State is exempt.

1.10 Proposal Clarifications and Discussions

The State may request clarifications, in writing, on bid responses submitted. These clarifications could include, but are not limited to, request for additional information, or request for Cost

Proposal. If clarifications are conducted, they will involve all responsive Respondents and will be conducted in writing. As a result of these clarifications, Respondents may be asked to submit revised bid responses. Respondents may respond to this request by submitting their initial bid response unchanged; however, prices cannot be increased, they must remain the same or lower. The State will provide equivalent information to all Respondents which have been chosen for clarifications.

A sample contract is provided in **Attachment A**. Any requested changes to the sample contract must be submitted with your response. The State may reject any of these requested changes. It is the State's expectation that all material elements of the contract will be substantially finalized prior to contract award.

1.11 Type and Term of Contract

The State intends to sign a contract with one or more Respondent(s) to fulfill the requirements in this solicitation. The term of the contract shall be for a period of five (5) years from the date of contract execution. There may be one (1) one-year extensions for a total of six (6) years, at the State's option.

1.12 Confidential Information

Respondents are advised that materials contained in bid responses are subject to the Access to Public Records Act (APRA), IC 5-14-3 *et seq.*, and, after the contract award, the entire solicitation file will be posted on the IDOA website. The responses are deemed to be "public records" unless a specific provision of IC 5-14-3 protects it from disclosure. Respondents claiming a statutory exception to the APRA **must indicate so per Attachment D**, which specific provision applies to which specific part of the response. Please note citing "Confidential" on an entire section is not sufficient or acceptable. The Public Access Counselor (PAC) provides guidance on APRA. Respondents are encouraged to read guidance from the PAC on this topic as this is the guidance IDOA follows:

- [18-INF-06; Redaction of Public Procurement Documents Informal Inquiry](#)

1.13 Americans with Disabilities Act

The Respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.* and 47 U.S.C. 225).

1.14 Secretary of State Registration

If awarded, the Respondent will be required to register, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations, and limited liability companies. Information concerning registration with the Secretary of State may be obtained by contacting:

Secretary of State of Indiana
Corporation Division
402 West Washington Street, E018
Indianapolis, IN 46204
(317) 232-6576
www.in.gov/sos

1.15 Compliance Certification

Responses to this Negotiated Bid serve as a representation that the Respondent has no current or outstanding criminal, civil, or enforcement actions initiated by the State, and it agrees that it will immediately notify the State of any such actions. The Respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory, or judicially required payments to the State. The Respondent agrees that the State may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that State may bar the Respondent from contracting with the State, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

1.16 Summary of Milestones

The following timeline is only an illustration of the solicitation process. Not all the dates below are binding.¹ 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.

¹ [1] Submission dates for Proposals, and Reference Check Forms to State ARE binding and not subject to change.

Key Dates:

Activity	Date
Issue of Solicitation	September 16, 2026
Deadline to Submit Written Questions	October, 2 2026 by 3:00 PM Eastern Time
Response to Written Questions/Amendments	October, 9 2026
Submission Due Date/Time	October, 19 2026 by 3:00 PM Eastern Time

1.17 Conflict of Interest

Any person, firm or entity that assisted with and/or participated in the preparation of this solicitation document is prohibited from submitting a bid response to this specific solicitation. For the purposes of this solicitation, a “person” means a State officer, employee, special State appointee, or any individual or entity working with or advising the State or involved in the preparation of this solicitation. This prohibition would also apply to an entity who hires, within a one-year period prior to the publication of this solicitation, a person that assisted with and/or participated in the preparation of this solicitation.

1.18 Ethics Obligations

The Respondent and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq. and Indiana Code 4.2.7, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Respondent is not familiar with these ethical requirements, the Respondent should refer any questions to the Indiana State Ethics Commission or visit the Indiana State Ethics Commission website at <http://www.in.gov/ig/2335.htm> If the Respondent or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this or contract immediately upon notice to the contractor. In addition, the Respondent may be subject to penalties under Indiana Code § 4-2-6-12 and 4.2.7.

1.19 Procurement Protest Policy

The State's procurement protest policy can be found at <https://www.in.gov/idoa/files/ProcurementProtestPolicy.pdf>. Per the policy, there are two periods of protest allowable for the solicitation:

- Specifications Protest - written letter of protest regarding inadequate, unduly restrictive, or ambiguous requirements or specifications must be received by IDOA by the close of business not less than ten (10) business days (as defined by the State work calendar) prior to the bid response due date.
- Award Recommendation Letter Protest - written letter of protest regarding the procurement methods and/or procedures used during the procurement process must be received by IDOA by the close of business within five (5) business days (as defined by the State work calendar) after the date of the Award Recommendation Letter.

Additional details as to the required content in the letter and the steps involved in a protest can be found in the State's Procurement Protest Policy at <https://www.in.gov/idoa/files/ProcurementProtestPolicy.pdf>

1.20 F.O.B. (Free on Board) Destination

The State requires all bids to be submitted based on F.O.B. destination. Refusal to do so may lead to disqualification.

1.21 Open Competition

The specifications are intended to be nonrestrictive. Brand names and model numbers may be used but they are merely intended to be guidelines to establish criteria and quality for competitive bidding. Unless otherwise stated, alternate bids will be evaluated and may be acceptable if they can be verified as equal or better than specified as determined by the State. All Respondents with alternate products shall submit detailed specifications with their bid.

1.22 Patent Infringement Protection

The Contractor shall defend and hold harmless the State of Indiana and the Using Agency from any claims that the equipment provided under this Agreement infringes a United States patent, including all related suits, demands, and liabilities. This obligation does not apply when an alleged infringement results from the Contractor's use of a patent required solely to comply with the State's written instructions, provided such invention is not normally used by the

Contractor. The State must give prompt written notice of any claim and allow the Contractor to control the defense and settlement, with full cooperation from the State.

If the equipment's operation becomes, or is likely to become, the subject of a patent claim, the State will permit the Contractor at the Contractor's expense and option, to (1) obtain continued use rights for the State, or (2) replace or modify the equipment to eliminate the infringement. If neither option is reasonably available, the State will return the equipment upon the Contractor's written request, and the Contractor will issue a credit based on mutually agreed-upon straight-line depreciation over the equipment's established useful life.

SECTION TWO PROPOSAL PREPERATION INSTRUCTIONS

2.1 Cost Proposal

The Cost Proposal Template is **Attachment D**. The Cost Proposal must be submitted in the original format. Any attempt to manipulate the format of the Cost Proposal document, attach caveats to pricing, or submit pricing that deviates from the current format will put your bid response at risk. Unit price must be entered and extended, and the total price of the bid must be shown. Unit prices are to be bid based on the unit specified. If there is an error between the unit price and total price, the unit price shall prevail. The resulting Contract Amount will reflect the TOTAL BID AMOUNT in **Attachment D**. *Awarded Prices: Prices listed for each item are firm and cannot be changed.*

2.2 Indiana Preferences

- a). Pursuant to IC 5-22-15-7, Respondent may claim only one (1) preference. Respondent must clearly indicate which preference(s) they intend to claim in **Attachment D**
- b). However, IC 5-22-15-26, may be claimed in addition to other preferences in this IC chapter (IC 5-22-15).

SECTION THREE PROPOSAL EVALUATION

3.1 Bid Response Evaluation Procedure

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

Each bid response will be evaluated for adherence to mandatory requirements per Section 3.2, on a pass/fail basis. Bids that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration. The bid responses that meet all specifications and mandatory requirements will then be evaluated based on the “unit price” for each line item in **Attachment D**. However, the State reserves the right to award based on the “Total Annual Bid Amount” calculated in **Attachment D**, if it is determined that a single vendor would offer the best means of serving the State. If no proposal is sufficiently advantageous to the State, the State may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to finalize a Contract with the Respondent, the State may begin contract preparation with the next qualified Respondent or determine that no such alternate proposal exists.

3.2 Evaluation Requirements and Criteria

Please submit all attachments in their original format. Any attempt to manipulate the format of the documents that deviates from the current format will put your proposal at risk of disqualification. Proposals will be disqualified if received after due date outlined in Section 1.16. Confidential Information must also be clearly indicated in **Attachment D**.

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the solicitation in a cost-effective manner. Any bids not meeting the following Mandatory Submission Requirements will be disqualified.

- Attachment D – Cost Proposal

Please review the contract and indicate per **Attachment D**, your acceptance of mandatory clauses. If a non-mandatory clause is not acceptable as worded, suggest specific alternative wording to address issues raised by the specific clause. If you require additional contract terms, please include them in this section. To reiterate, it is the State’s strong desire to not deviate from the contract provided in the attachment and as such the State may reject all requested changes.

The mandatory contract terms are as follows:

- Agreement to Use Electronic Signatures
- Authority to Bind Contractor

- Compliance with Laws
- Drug-Free Workplace Certification
- Employment Eligibility Verification (E-Verify)
- Funding Cancellation
- Governing Law
- Indemnification
- Information Technology Enterprise Architecture Requirements
- Nondiscrimination Clause
- Penalties/Interest/Attorney's Fees
- Renewal Option
- Termination for Convenience
- Non-Collusion and Acceptance

The substantively required terms are as follows:

- Duties of Contractor, Consideration, and Term of Contract
- Ownership of Documents and Materials
- Payments

This solicitation and all portions of the Respondent's response may be incorporated as part of the final contract.²

² The contracting agency will make the determination during contract negotiations whether proposed alternative language is acceptable. Proposed alternative language is not automatically accepted. The agency has the option to decline proposed language. Inability for the agency and the awardee(s) to agree to terms could jeopardize the contract and end the negotiations.