

## **Request for Proposals Mowing and Debris Removal Services - 2018**

The Evansville Land Bank (Land Bank) is seeking proposals for lawn care/mowing and debris removal services for properties owned by the Land Bank during calendar year 2018. The properties are residential parcels, predominantly vacant lots, all are within the City of Evansville, in Pigeon Township or immediately adjacent to Pigeon Township.

**NUMBER OF PROPERTIES.** The Evansville Land Bank maintains a list of all properties that are to be mowed and maintained. As a property is acquired or sold, lots will be added or deleted from the list. A SAMPLE list of properties to be maintained is attached to this RFP. This list is a SAMPLE list only and does not represent all of the properties to be included with the awarded contract. As properties are acquired or transferred, this list will change and the awarded contractor will be given notice of the changes within a reasonable timeframe. Condition of existing properties may not be representative of newly acquired properties. Conditions may vary greatly at time of acquisition. Some parcels may have multiple structures, which may be demolished in the future. **Quantity of properties are estimated only**, the Evansville Land Bank makes no guarantees, expressed or otherwise, that this quantity of work will be performed. Currently, approximately 180 parcels are included in this request for proposals.

**MOWING FREQUENCY.** All properties are to be mowed once every two weeks of the mowing season; approximately 16 times each. Estimated beginning and end dates for properties to be mowed every two weeks are April 1, 2018 to November 15, 2018. In extremely dry weather, mowing is to occur less often **at the direction of the Evansville Land Bank**. This statement is precautionary, in the event of a severe drought, the regular 2-week mowing cycle may be altered. The Evansville Land Bank Corp. will make the determination if the mowing cycles are to change and the awarded Contractor will be given adequate notice prior to this change.

**LOT SIZE.** The selected contractor will be paid on a per lot basis, with three (3) lot size rate categories as shown on the Itemized Proposal. If parcels are immediately adjacent, the combined square footage of the contiguous lots will be considered the size of the lot for billing purposes. Properties are defined as contiguous when they are directly adjoining other parcels without any dividing elements such as alleys or streets however, contiguous parcels may contain full or partial fence lines. Rates shall then be applied on a contiguous lot basis.

The size of lots will be determined from the official plat maps in the office of the Vanderburgh County Assessor. Prior written approval will be required for compensation for any additional services over and above the regular unit price.

**DESCRIPTION OF WORK.** Upon completion of mowing any property, the property shall look freshly mowed and uniform in height and appearance over the entirety of the property. The use of string trimmers for other than trimming operations will not be acceptable.

The contractor will be required to sweep/blow sidewalks, driveways, etc. and to rake, vacuum or use other means to remove all clippings and debris from the property resulting from mowing operations. The contractor shall be responsible for off-site disposal. Costs for removal of clippings and debris and their disposal shall be included in the contractor's prices for mowing services.

In addition to mowing and trimming, selected contractor shall routinely remove and dispose of all debris which may be found on properties on the regular mowing rotations. Periodically properties may experience large quantities of illegal dumping, the selected contractor will be directed to remove these materials as necessary, which will be paid on an hourly basis as noted in item #4 of the Itemized Proposal. Upon removal of trash and debris from properties included in the contract, the Contractor will be required to provide before and after photographs of the debris/trash to be removed, along with landfill and/or dump tickets/receipts for charges incurred.

Examples of types of additional charges are:

- Spraying for hornets
- Storm damage / limb and brush removal
- Removal of excessive debris/trash

**BILLING.** The contractor shall furnish a signed written invoice with a unique invoice number specifying the property that was mowed, by address, the date on which it was mowed and other information required for billing purposes. This information should be submitted to the Evansville Land Bank within two weeks of the performance of the work. Invoicing structure/format along with a list of properties to be mowed/maintained will be provided to selected contractor for billing purposes upon award of the contract.

## **EQUIPMENT AND PERFORMANCE REQUIREMENTS**

The selected contractor will be required to furnish all materials, labor and equipment necessary to cut grass/weeds on the properties and to **trim as necessary** to remove growth along sidewalks, curbs, alleys, fence rows, building foundations, and around trees, bushes, etc. The selected contractor must obtain a Tree Pruner's (Arborist) License for tree trimming from the City Arborist by May 15, 2018. For more information on obtaining a Tree Pruner's (Arborist) License, visit: <http://www.evansville.in.gov/index.aspx?page=517>

At a minimum, the equipment below is recommended to perform required volume of work included in this request for proposals:

- Work truck(s) with insurance coverage on all vehicles
- Trailer(s) to haul equipment
- Push Mower(s)
- At minimum (3) string weed trimmers
- At minimum (3) leaf blowers
- 48", 52" and 60" riding mowers

## **ADMINISTRATIVE REQUIREMENTS**

The contractor may not discriminate in hiring or employment practices on the basis of race, color, religion, sex, handicap, familial status, ancestry or national origin. The contractor shall agree to comply with the anti-discrimination provisions of Indiana Code 5-16-6. See attached EEO information.

The City of Evansville formally adopted a Minority and Women Business Utilization Plan illustrating a commitment to achieving significant utilization of Minority and Women Business Enterprises (M/WBE) in the community's purchasing efforts. Goals have been established to provide an atmosphere of equal opportunity for all vendors and to prohibit discrimination in all aspects of public operations including the purchasing of products, services and public works contracts. (See City of Evansville Municipal Code 3.90.110-3.90.180). Therefore, proposals must include the attached M/WBE Information and Minority/Women Business Enterprise Participation Plan forms attached to this document. To be qualified as a Woman or Minority owned business, the individual listed as woman owner or minority owner must hold at least 51% of the ownership of the company. If Contractor is a WBE or MBE, a certificate from the Indiana Department of Administration may be provided.

All contractors must complete the attached Conflict of Interest/Familial Disclosure Form with their proposal to disclose any potential conflict of interest in this project.

The contractor will not be required to submit a certified check, performance bond or other evidence of financial responsibility in conjunction with this proposal.

A draft of the contract to be executed is included with this Request for Proposal. The draft contract includes an e-verify affidavit that must be completed at the time the contract is executed.

RFP's shall be properly and completely executed on forms included in the Specifications. RFP's shall include all information requested by Indiana Form 96 included with the Request for Proposals.

The contractor shall furnish proof of liability and medical insurance in the following minimum amounts:

#### **COMPREHENSIVE GENERAL LIABILITY**

Bodily Injury or Death	\$500,000	per occurrence
	\$1,000,000	aggregate
Property Damage	\$100,000	per occurrence
Medical Expense	\$5,000	per person

#### **AUTOMOBILE LIABILITY**

Bodily Injury or Death	\$500,000	per occurrence
	\$1,000,000	aggregate
Property Damage	\$100,000	per occurrence
	\$300,000	aggregate
Medical Expenses	\$5,000	per person

#### **RFP EVALUATION CRITERIA**

The primary criteria for evaluating proposals are as follows:

- Price quoted by contractor (30%)
- Contractor's ability to perform the services based on available equipment and number of employees (30%)
- Experience and reference responses (20%)
- Anticipated response time for debris removal when necessary (15%)
- M/WBE participation (5%)

The Evansville Land Bank may award the contract based on initial proposals received, without discussion of such proposals. Selected contractors may be invited to make oral or written presentations to the evaluation team.

#### **RFP SUBMISSION AND OPENING INFORMATION**

In the proposal submitted, the contractor must include:

- The completed 2018 Mowing and Debris Removal Contractor Questionnaire
- 2018 Itemized Proposal
- The attached Conflict of Interest/Familial Disclosure Form
- M/WBE Information
- Form 96

Proposals for 2018 Mowing and Debris Removal Services are to be submitted to the Evansville Land Bank, 1 NW Martin Luther King Jr. Blvd., Room 306, Evansville, Indiana 47708 in a sealed envelope marked "**Land Bank - Mowing and Debris Removal RFP**" by Noon on Thursday, December 14, 2017. The Land Bank may award the contract in accordance with the criteria of the RFP. RFP's will be opened on Friday, December 15, 2017 at 9:30 a.m. at their regular meeting in Room 307 of the Civic Center.

The Evansville Land Bank reserves the right to reject any and/or all proposals and to waive any informalities in the proposals. This contract will be valid through December 31, 2018 but may be extended if the contractor agrees to maintain rates submitted in this proposal and extension is agreed upon by the Land Bank.

Proposals must be completed in ink or typewritten. No alterations or interlineation will be permitted, unless made before submission and initialed and dated. The Land Bank may make such investigations as deemed necessary to determine the ability of the contractor to perform the work and the contractor shall furnish to the Land Bank all such information and data for this purpose, as the Land Bank may request. The Land Bank reserves the right to reject any RFP if the evidence submitted by, or investigation of the contractor fails to satisfy the Land Bank that the contractor is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

## 2018 MOWING and DEBRIS REMOVAL CONTRACTOR QUESTIONNAIRE

## CONTRACTOR INFORMATION

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

Questionnaire Completed By: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ Cell/Mobile: \_\_\_\_\_

FAX: \_\_\_\_\_ E-Mail: \_\_\_\_\_

## QUESTIONNAIRE

- 1. Number of personnel you currently have available to fulfill this contract:**

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

- 2. Number of minority or women personnel you currently have available to fulfill this contract:**

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

- 3. Number of personnel you plan to hire in the event you are awarded this contract:**

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

**Identify equipment you currently have available to fulfill this contract (add pages as necessary):**


**Identify any governmental agencies with which you have had mowing contracts since 2016:**  
**(Include agency name, contact person and phone number).**

<b>Agency Name</b>	<b>Contact Person</b>	<b>Phone Number</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**List three (3) commercial client references with which you had mowing contracts during 2017:**  
**(Include client name, contact person and phone number).**

<b>Client Name</b>	<b>Contact Person</b>	<b>Phone Number</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**2018**  
**Itemized Proposal for Evansville Land Bank**  
**Mowing and Debris Removal Services**

All items include labor, materials, equipment, insurance, wages, fuel, benefits, disposal fees, profit, etc., required to complete the work in accordance with the attached contract documents and specifications.

**Proposal Due Date: December 14, 2017 by Noon**

<b>MOWING, TRIMMING &amp; CLEANUP OF:</b>	<b>Estimated Quantity</b>	<b>Unit Price Bid (Per Parcel/Per Mow)</b>	<b>Total Per Mow</b>
ITEM #1 – Parcels less than 5,000 sq. ft.	145	\$ _____	\$ _____
ITEM #2 – Parcels with 5,000 sq. ft. or greater, but less than 10,000 sq. ft.	30	\$ _____	\$ _____
ITEM #3 – Parcels 10,000 sq. ft. or larger	5	\$ _____	\$ _____
ITEM #4 –Special Circumstances (not on regular contract) Hourly Rate for mowing, trimming, <b>debris removal</b> , sowing, as directed or other unusual circumstances as determined by the Evansville Land Bank	NA	\$ _____	Per Employee Per Hour

**NOTE: Quantities for each item are estimated only, and the Evansville Land Bank makes no guarantee, expressed or otherwise, that this quantity of work will be performed.**

The rates listed above are valid until December 31, 2018. If the contractor is willing to maintain the same rates and it is mutually agreed upon, Evansville Land Bank may extend this contract for up to two (2) additional years.

TOTAL OF PROPOSAL \$ \_\_\_\_\_.

## M/WBE INFORMATION

I am a certified Minority or Women Owned Enterprise:

(circle one)

YES

NO

I don't know

Firm Name: \_\_\_\_\_

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

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

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

City/State/Zip: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_



## CONFLICT OF INTEREST / FAMILIAL DISCLOSURE FORM

**Project:** Mowing and Debris Removal services 2018

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

As the bidder, I affirm that no principal, representative, agent, employee, contractor or potential subcontractors, or other acting on behalf of or legally capable of acting on the behalf of the bidder (a "Bidder Party"), is currently an employee of the Evansville Land Bank Corp., City of Evansville ("City"), any City department or a member of any City Board or Council; nor will any such person connected to the bidder be privy to any information which may constitute a conflict of interest; or, if such a conflict or relationship does exist, I have disclosed the nature of the relationship or conflict below.

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

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

The following is a list of individuals who may pose a potential conflict of interest as described above. Please provide the name, relationship with the Evansville Land Bank Corp. or the City and the nature of the potential conflict, or if applicable: "NONE":

\_\_\_\_\_  
\_\_\_\_\_  
Signature(s): \_\_\_\_\_ Title: \_\_\_\_\_

Vendor/Bidder: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

**BEFORE ME**, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ of \_\_\_\_\_, who having been duly sworn, acknowledged and affirmed that they did sign said instrument as such officer or authorized agent for and on behalf of \_\_\_\_\_, and by authority granted by such entity, that the same is their free act and deed and the free act and deed of said entity.

**WITNESS** my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

My commission expires:

My County of residence is:

\_\_\_\_\_ County, State of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

## AGREEMENT FOR MOWING AND DEBRIS REMOVAL SERVICES

This Agreement executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017, is entered into by and between the Evansville Land Bank Corp. (Land Bank) of Evansville, Indiana, Room 306, 1 NW Martin Luther King Jr. Blvd., Evansville, Indiana 47708 herein referred to as "BOARD" and [REDACTED], herein referred to as "CONTRACTOR".

### WITNESSETH:

WHEREAS, the LAND BANK requested proposals for mowing and debris removal services from local firms, and the CONTRACTOR submitted its written proposal and other required documents for the following described services, to wit:

Lawn Care,/Mowing and Debris Removal Services for properties owned by the  
Evansville Land Bank Corp. (Land Bank)

Collectively the properties referred to as "Real Estate". The CONTRACTOR represents that the proposal (Exhibit A) was made pursuant to and in accordance with the "Request for Proposals- Mowing Services and Debris Removal" prepared by the Evansville Land Bank Corp., which is attached hereto as Exhibit B and incorporated herein; and the CONTRACTOR does hereby acknowledge full notice of all matters pertaining to said specifications and any addenda thereto.

LAND BANK shall pay the CONTRACTOR for the performance of this contract, based upon a per address or per lot basis, with four (4) rate categories according to the unit prices provided by the CONTRACTOR as follows:

Parcels less than 5,000 sq. ft.	\$ [REDACTED]
Parcels (or combined lots) 5,000 sq. ft. or greater, but less than 10,000 sq. ft.	\$ [REDACTED]
Parcels (or combined lots) over 10,000 sq. ft.	\$ [REDACTED]
Hourly rate for miscellaneous services	\$ [REDACTED]

The CONTRACTOR shall furnish a signed written invoice with a unique invoice number specifying the parcel of Real Estate that was mowed, by address, the date on which it was mowed and other information required for billing purposes such as photos or receipts, as necessary. This information should be submitted to the Evansville Land Bank Corp. within two weeks of the performance of the work.

The CONTRACTOR agrees that, in the execution of said work, the highest degree of skill and care will be exercised; the City of Evansville and the LAND BANK shall be indemnified and held harmless from any and all liability whatsoever growing out of any injury or death or damage to property or persons because of any negligence or fault of the CONTRACTOR.

It is agreed by and between the parties hereto that the LAND BANK may withhold payment, in an amount equal to five percent (5%) of the contract price for a period of thirty (30) days after acceptance of the work by the LAND BANK.

Should the CONTRACTOR fail or neglect to execute the work with such vigor as, in the opinion of the LAND BANK, will permit the completion of the work within the time specified herein, the LAND BANK may, at its discretion, declare this contract to be null and void and adjudge the contract to have been abandoned and forfeited, any costs which accrue by reason of said failure, including but not limited to the

cost of inspection and attorney's fees, and in such event the CONTRACTOR shall be entitled to no payment of recovery from the LAND BANK for work performed or material furnished under the contract.

### **PROOF OF INSURANCE**

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

In the absence of regulations, the amounts of coverage shall be as follows:

#### **COMPREHENSIVE GENERAL LIABILITY**

Bodily Injury or Death	\$500,000	per occurrence
	\$1,000,000	aggregate
Property Damage	\$100,000	per occurrence
Medical Expense	\$5,000	per person

#### **AUTOMOBILE LIABILITY**

Bodily Injury or Death	\$500,000	per occurrence
	\$1,000,000	aggregate
Property Damage	\$100,000	per occurrence
	\$300,000	aggregate
Medical Expenses	\$5,000	per person

Umbrella Liability: Not less than \$1,000,000 per occurrence and aggregate applying to all bodily injury, personal injury, property damage, and errors or omissions.

CONTRACTOR shall maintain Worker's Compensation insurance in the amount required under Indiana law. Proof of insurance shall be maintained up to date, and failure to maintain adequate coverage and proof shall be deemed sufficient reason for cancellation of the Agreement. All insurance shall provide that the policy shall not be canceled, terminated or modified unless thirty (30) days prior to such cancellation, termination or modification written notice is given to the LAND BANK. No policy may be modified, terminated or canceled by CONTRACTOR without the prior written approval of the LAND BANK.

### **EQUAL OPPORTUNITY REQUIREMENTS**

This contract is subject to the anti-discrimination provisions of Indiana Code 5-16-6 and the City/County Minority/Women Business Utilization Program pursuant to the City of Evansville Municipal Code 3.30.870-876.

### **COMPLIANCE WITH STATE AND OTHER LAWS**

The CONTRACTOR shall keep fully informed of Federal, State and Municipal laws, ordinances, regulations, codes and standards, or any other bodies having jurisdiction or authority, which in any manner may affect the conduct of the Work or the Work of any employee. The CONTRACTOR shall at all times observe and comply with all such laws, ordinances, regulations, codes and standards. The CONTRACTOR shall protect, indemnify, and exculpate the LAND BANK and its representatives, against any civil claim or civil liability arising from or based on the violation of any such laws, ordinances, regulations, codes or standards whether by CONTRACTOR or CONTRACTOR'S employees, even if such violation is due wholly or in part to violation of said laws, ordinances, regulations, codes or standards by the LAND BANK or its representatives.

### **INDEMNITY**

CONTRACTOR agrees to INDEMNIFY AND HOLD HARMLESS the City of Evansville, DMD and the LAND BANK, and their officials, agents and employees from any and all claims, losses, attorney's fees, demands, costs or expenses, or lawsuits arising out of CONTRACTORS performance of this contract except for the negligent acts of the City, DMD and the LAND BANK or its officials, agents or employees, or persons not parties to this Agreement.

### **NON-DISCRIMINATION**

CONTRACTOR shall not discriminate against any person in its hiring or employment practices due to Race, Color, Religion, National Origin, Sex, Age or Physical or Mental Handicap that does not impede that person's ability to perform the work. A violation of this provision shall be deemed a material violation of this Agreement.

### **EMPLOYMENT**

CONTRACTOR shall not employ, contract, or engage any professional or technical personnel who are or have been employed by the City during the period of this Agreement, except regularly retired employees.

### **COVENANT AGAINST CONTINGENT FEES**

CONTRACTOR warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the LAND BANK shall have the right to terminate this Agreement without liability, or, in its discretion, to deduct from the Contract sum or otherwise recover the full amount of such fee, LAND BANK, percentage, brokerage fee, gift or contingent fee.

### **INDEPENDENT CONTRACTOR**

Nothing in this Agreement shall be construed to create an agency relationship between the LAND BANK and CONTRACTOR, and CONTRACTOR shall remain an independent CONTRACTOR operating independently of the LAND BANK's authority, subject only to the general obligations contained in this Agreement regarding satisfactory performance of the services.

### **RELEASE**

During the term of the Agreement, CONTRACTOR (through its agents and representatives) shall have access to the Real Estate for the purposes of performing the mowing, debris removal and maintenance. The access to the Real Estate shall be at the sole risk of CONTRACTOR. CONTRACTOR hereby releases City of Evansville, the LAND BANK and DMD, and their respective directors, officers, employees, sub-contractors and agents, and their respective successors and assigns, from any and all cost, injury, death, liability, damage or expense which CONTRACTOR (or its directors, officers, employees, agents and representatives) might incur or suffer as a result of the entry upon or examination of the Real Estate by CONTRACTOR or its employees, agents or representatives in connection with the work under this Agreement, including, but not limited to, mowing and debris removal, and this release and covenant of indemnity and reimbursement shall survive any termination of this Agreement.

### **E-VERIFY STATEMENT**

Pursuant to I.C. 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Also, pursuant to I.C. 22-5-1.7, Contractor must execute an affidavit affirming that the Contractor does not knowingly employ an unauthorized alien and confirming Contractor's enrollment in the Program, unless the Program no longer exists, which Affidavit shall be filed with the City prior to the execution of this contract. Affidavit attached as Exhibit C.

### **FULL AGREEMENT**

The parties agree that this Agreement represents the entire agreement between the parties as to the subject matter hereof, and there are no promises, terms or conditions between the parties except as stated herein.

This agreement shall be in effect until December 31, 2018. If the contractor is willing to maintain the same rates and it is mutually agreed upon, Evansville Land Bank Corp. may extend this contract for up to two (2) additional years.

BOARD

Evansville Land Bank Corp.

BY:

\_\_\_\_\_  
Carolyn Rusk

Title: Secretary/Treasurer

CONTRACTOR

\_\_\_\_\_

BY:

\_\_\_\_\_

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

## **E-VERIFY PROGRAM AFFIDAVIT**

Pursuant to Indiana Code 22-5-1.7-11, the contractor awarded the Bid is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program.

The contractor who is awarded the Bid is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify Program no longer exists.

The individual person(s) executing this Proposal, being first duly sworn, deposes(s) and states(s) that the Bidder does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into an agreement for this Bid, the undersigned business entity will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title & Business Entity: \_\_\_\_\_

*Important – Notary Signature and Seal Required in the Space Below*

STATE OF \_\_\_\_\_ )

) SS:

COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

My commission expires: \_\_\_\_\_ (Signed) \_\_\_\_\_

Residing in \_\_\_\_\_ County, State of \_\_\_\_\_



# CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R / 9-10) / Form 96 (Revised 2010)

Prescribed by State Board of Accounts

## PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): \_\_\_\_\_

1. Governmental Unit (Owner): \_\_\_\_\_

2. County : \_\_\_\_\_

3. Bidder (Firm): \_\_\_\_\_

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

City/State/ZIPcode: \_\_\_\_\_

4. Telephone Number: \_\_\_\_\_

5. Agent of Bidder (if applicable): \_\_\_\_\_

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of \_\_\_\_\_  
(Governmental Unit) in accordance with plans and specifications prepared by \_\_\_\_\_  
\_\_\_\_\_ and dated \_\_\_\_\_ for the sum of  
\_\_\_\_\_ \$ \_\_\_\_\_

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

## CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

## ACCEPTANCE

The above bid is accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, subject to the following conditions: \_\_\_\_\_

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

## PART II

(For projects of \$100,000 or more – IC 36-1-12-4)

Governmental Unit: \_\_\_\_\_

Bidder (Firm) \_\_\_\_\_

Date (month, day, year): \_\_\_\_\_

These statements to be submitted under oath by each bidder with and as a part of his bid.  
Attach additional pages for each section as needed.

## SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner



3. Have you ever failed to complete any work awarded to you? \_\_\_\_\_ If so, where and why?

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4. List references from private firms for which you have performed work.

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## SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

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2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

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3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

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4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

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5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

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### SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

#### SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

#### SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Name of Organization)

By \_\_\_\_\_

\_\_\_\_\_  
(Title of Person Signing)

#### ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss

Before me, a Notary Public, personally appeared the above-named \_\_\_\_\_ and  
swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

BID OF

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

FOR  
PUBLIC WORKS PROJECTS  
OF

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Filed \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_

Action taken \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# Equal Employment Opportunity is **THE LAW**

## **Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations**

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

### **DISABILITY**

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

### **AGE**

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

### **SEX (WAGES)**

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

### **GENETICS**

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

### **RETALIATION**

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

### **WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED**

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected.

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-1000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at [www.eeoc.gov](http://www.eeoc.gov) or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at [www.eeoc.gov](http://www.eeoc.gov).