

**Request for Proposal
Economic Improvement District (EID) - Underpass Lighting Project**

March 10, 2023

VENDOR INSTRUCTIONS

1. INTRODUCTION

The Evansville Redevelopment Commission (the “Board”) is authorizing the Economic Improvement District (EID) (Owner) to seek proposals for the Underpass Lighting Project.

Your company, among others, is invited to submit a bid on a competitive basis in the format described.

The bid documents establish requirements and define responsibilities of the proposing vendor (hereinafter “Vendor,” “Respondent,” or “Contractor”) to obtain and install underpass lighting systems at four (4) street underpasses.

Description of lighting systems:

- A. RGBA color-changing lighting system to be installed in the underpasses of the Lloyd Expressway at Fulton, First Ave, Martin Luther King Jr Boulevard and Main Street to consist of:
 - 1. 260 ColorKinetics Gen5 RGBA fixtures, including all needed diffusers and trims
 - 2. All needed data enablers
 - 3. Wi-Fi connections for each underpass
 - 4. Wi-Fi transmitter to reach all underpasses
 - 5. Installation of lighting systems

2. GENERAL REQUIREMENTS

The responsibilities of the Contractor include, but shall not be limited to, the following:

- A. The Contractor shall purchase all items needed to provide services.
- B. The Contractor will furnish all tools and labor required for service.
- C. The Contractor shall coordinate with all needed City of Evansville and INDOT offices for approval, time and space to complete all work required.
- D. Contractor will be responsible for any needed traffic control (vehicular and/or pedestrian) during construction.
- E. Contractor must possess the required local licensing (Electrical, and any others that pertain to work on this project at the time of bid opening), per Evansville Municipal Code 3.95.030.
- F. Prime Contractors are required to be designated as a Responsible Bidder at the time of bid submission for any bid over \$150,000 per Evansville Municipal Code 3.95.040. Submittal

requirements of subcontractors may be provided immediately after bid award, but prior to the execution of a contract.

- G. Prime Contractors are required to adhere the Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) initiative per Evansville Municipal Code 3.90.110; likewise, Prime Contractors are required to submit, as necessary, the included Supplement to the **General Conditions for Minority and Women Business Enterprise Program**.
- H. Contractor must have a written drug testing program in place at the time of bid submission for any bid over \$10,000 per Evansville Municipal Code 3.95.020.
- I. Awarded Contractor must carry the required insurance throughout the bidding process until completion of this project listed in the General Conditions.

3. RESPONSE INSTRUCTIONS

The submitted bid must follow the rules and format established within this Invitation to Bid. Adherence to these rules will ensure a fair and objective analysis of all quotes. Failure to complete any portion of this request may result in rejection of a bid.

4. CONTACT WITH MUNICIPALITY EMPLOYEES

To insure a fair and objective evaluation of all bids, Vendors are required to submit all inquiries in writing to Joshua Armstrong, josh@downtownevansville.com. The email should be titled: EID Underpass Lighting Project.

Inquiries shall be submitted no later than eight (8) days prior to the stated opening time and date. This is to allow for ample time to respond and disseminate to all prospective parties.

All changes in specifications shall be in writing in the form of an addendum and furnished to all contractors and posted on the EID and City of Evansville websites. Verbal information obtained otherwise will not be considered in awarding of quotes. No changes to specifications will be permitted within seven (7) days prior to the quote opening.

5. ACCESS BID DOCUMENTS

Before submitting a bid, vendors shall examine the specifications in order to understand all existing conditions and limitations.

6. COSTS OF BID PREPARATION AND SUBMISSION

Each vendor shall be responsible for all costs incurred in order to prepare and submit their response to this RFP.

7. BID BOND

Each bid shall be accompanied (in the same envelope) by a bid bond or certified check, made payable to the “City of Evansville”, in an amount of 5% of the total of the bid submitted.

No proposal may be withdrawn after the opening of proposal without the consent of the EID for a period of thirty (30) days after the scheduled time of opening proposals.

8. PUBLIC OPENING PROCEDURES

No award will be made or implied at this time, unless otherwise indicated.

Only the following information will be given:

- Vendor name and amount of proposal

Proposals or related documents may not be reviewed at the proposal opening. No discussion of any nature concerning brand names, deliveries, samples, etc. can be entered into between any EID personnel and any Vendor during or after the proposal opening until the evaluation of proposals have been completed and a recommendation for award has been made.

A copy of the proposal tabulation will be available to review in the Department of Metropolitan Development upon completion of the recommended award.

Vendors who wish to review or request copies of proposals may do so by contacting Josh Armstrong, EID President, at josh@downtownevansville.com with phone number & email address.

9. ACCESS TO PUBLIC RECORDS

All submissions may be considered public documents under applicable laws and may be subject to disclosure. Some proposal records are public as soon as received by the City, others become public at proposal opening, and others at proposal award. Contractor recognize and agree that City will not be responsible or liable in any way for any losses that the Contractor may suffer from the lawful disclosure of information or materials to third parties.

Any materials requested to be treated as confidential documents, proprietary information, or trade secrets must be clearly identified and readily separable from the balance of the proposal submission. Such designations will not necessarily be conclusive, and Contractor may be required to justify why such material should not, upon written request, be disclosed by the City under the applicable public records act.

EID will endeavor to provide at least two (2) business days' notice to the Contractor of a public records request for material submitted pursuant to this Request for Proposal. The City will then release the document in accordance with the City's policy for responding to such requests unless both of the following are true:

1. the Contractor responds to the notice with any objection to the production of the document within two (2) business days of receipt of the notice; and

2. the Contractor agrees in writing to indemnify City, in a form acceptable to City, in the event a challenge is brought for withholding a public record based on Contractor having designated it a trade secret.

10. PROPOSAL FORMAT AND FORMS

Each proposal will be prepared in the format specified, incorporating the additional forms provided at the end of this document, and be submitted in a **sealed** envelope bearing the title of project and the name of the vendor, e.g.: EID Underpass Lighting Project, A.B.C Inc.

The respondent shall give the unit prices in both written form and numerical form for each item. In the event of a discrepancy between written prices and numerical prices the written price form will take precedence and will be used in computing the total project cost.

Submit one (1) original and one (1) electronic copy (maximum of three files) on a flash drive in a Windows-compatible and searchable format such as PDF. Proposals must be clear, concise, typewritten, and must be signed in ink by the official authorized to bind the submitter to its provisions.

The contents of this proposal will become incorporated within any contract signed by “Economic Improvement District” and the provider of service. Do not retype this proposal. Instead, respond on a separate page and cite the section number for each response. All areas of the request must be addressed in the same sequence cited in the Proposal instructions in order that proper consideration is given to the proposal. ***Proposals submitted without information or incomplete content will result in the proposal being removed from consideration.***

11. DELIVERY OF PROPOSALS

The submittals must be sealed and clearly labeled as EID Underpass Lighting Project

It is the sole responsibility of the vendor to see that their proposal is received in the proper time. Any proposals received after the proposal opening date and time shall be eliminated from consideration and returned to the Vendor unopened.

Proposals must be delivered by 8:15 am CDT on May 3, 2023 to the following address:

Department of Metropolitan Development
306 Civic Center Complex
1 NW Martin Luther King Jr. Blvd
Evansville IN 47708

NOTE: Any proposals submitted after 8:15 am CDT on May 3rd, 2023 but before the scheduled opening at 8:30 AM CDT shall be delivered to ERC, 306 Civic Center Complex, 1 NW Martin Luther King Jr. Blvd., Room 301, Evansville IN 47708.

Note: The Civic Center will be closed to the public on Tuesday May 2, 2023 for Election Day.

PROPOSAL EVALUATION

1. EVALUATIONS

The proposal selected shall be the lowest responsive and responsible bidder that provides the most comprehensive approach that meets the stated requirements.

Award recommendations are contingent upon an initial evaluation of the Contractor's qualifications to determine if the Contractor is a quality service provider. The Contractor's policies and procedures may be evaluated as a further determination of quality.

2. RIGHT TO DISCUSSIONS

The agency reserves the right to conduct discussions with Respondents for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. The agency further reserves the right to excuse technical defects in a bid when, in its sole discretion, such excuse is beneficial to the agency.

3. RIGHT OF REFUSAL

The Board reserves the right to reject any one or all proposals, or any part of any proposal, to waive any informality in any proposal, and to award the purchase in the best interest of the "Board" and the EID. Furthermore, the City reserves the right to hold the proposal of the three (3) lowest Vendors for a period of sixty (60) calendar days from and after the time of the proposal opening.

4. AWARD OF CONTRACT

It is the intent of the "EID" to enter into a contract with a provider that will emphasize administrative efficiencies, and possess the capacity, infrastructure and organizational competence to perform required functions necessary for managed care under this proposal.

The process of evaluating each Contractor's proposal may involve interviews with a random sampling of the Contractor's current and previous customers. This is not an exclusive criterion for awarding the contract.

It is anticipated that contract(s) will be awarded on or before **June 6, 2023**.

5. SUBCONTRACTORS

The "EID" intends to contract with one prime Contractor who will be solely responsible for contractual performance. In the event the prime Contractor utilizes one or more subcontractors, the prime Contractor will assume any and all responsibility for performance of services by the subcontractor(s). Additionally, the City of Evansville must be named as a third-party beneficiary in all subcontracts.

A list of all subcontractors proposed to take part in the performance of the contract must be provided to the City of Evansville for approval prior to contract execution. This request may require that sufficient financial or background information pertaining to included subcontractors be provided. (see Contractors Statement of Sub-Contractors section)

The City of Evansville reserves the right to limit and/or reject any and all subcontractors.

6. MINORITY AND WOMEN BUSINESS ENTERPRISE UTILIZATION

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 the public operations including the purchasing of products, services, and public works contracts. (See City of Evansville Municipal Code 3.90.110-180)

7. E-VERIFY PROGRAM

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

8. TAXES

The City of Evansville is exempt from federal, state, and local taxes and will not be responsible for any such taxes in connection with the award or performance of this contract.

9. LICENSES AND PERMITS

The successful Vendor or Vendors shall furnish the EID upon request any and all documentation regarding licenses, permits, certifications and/or registrations required by the laws and regulations of the City of Evansville, Vanderburgh County, the State of Indiana and the United States of America.

The Contractor certifies that it is now and will remain in good standing with the aforementioned governmental agencies and that it will maintain its licenses, permits, certifications and/or registrations in force during the term of the contract/agreement with the City of Evansville, Vanderburgh County, Indiana.

10. CHOICE OF LAW AND VENUE

Any and all actions or proceedings arising out of, or related to, this proposal and any resulting contract shall be governed by and construed in accordance with the laws of the State of Indiana. Submission of this proposal by Vendor constitutes consent and stipulation to jurisdiction and venue in the courts of Vanderburgh County, Indiana, concerning all litigation and proceedings arising out of or related to this proposal and any resulting contract.

11. CONTRACTOR'S ACKNOWLEDGMENT

The Contractor shall comply with the provisions as set forth in Indiana Code § 5-16-13, et al. as required by Indiana Code § 5-16-13-7. Additionally, Contractor shall execute the attached "Contractor's Acknowledgement" and return to Owner prior to the commencement of any Work.

SPECIFICATIONS

1. LENGTH OF CONTRACT

The Contract shall be awarded by action of the Economic Improvement District.

The EID shall furnish the Responder receiving award with a notice of award and three signed copies of the contract. The Contractor shall sign all three copies, returning two to the EID along with the required Proof of Insurance. The Contractor shall have Ten (10) Calendar Days from the notice of award to submit all required documents to execute this contract. If all requirements are not met within the specified time period, the Contractor's Bid Bond accompanying this proposal, and the proceeds thereof, shall be paid into the Redevelopment fund of the City of Evansville, unless a mutual resolution is met by both parties due to an unforeseen incident involving this proposal. When all these requirements have been met, EID may issue the Contractor a notice to proceed. The Contractor shall commence work within ten (10) days after issuance of the notice to proceed.

The Contractor shall be required to guarantee the improvements for a period of three (5) years from the date of final acceptance against all defects in materials and workmanship and shall agree that during the guarantee period specified they will, at own expense, make all repairs which may become necessary.

In case repairs become necessary, the EID shall give written notice to the Contractor to make the repairs. In case of failure of the Contractor to commence the repairs within ten (10) days after notice, the EID may cause the repairs to be made, and may thereupon recover the reasonable cost of the repairs so made from the Contractor, together with the cost of the supervision and inspection thereof.

The Owner shall have sixty (60) days after the expiration of the guarantee period in which to notify the Contractor of any repairs necessary on the date of expiration.

2. SCOPE OF SERVICES

The Contractor will complete the project in accordance with the terms and conditions set forth in the contract.

The contractor must comply with all rules, regulations and laws of the City of Evansville, Vanderburgh County and the State of Indiana.

These specifications are intended to provide for the EID Underpass Lighting Project. The fact that every item constituting the project is not specifically mentioned nor described will be interpreted to mean that the Contractor shall install items that conform to the best-known engineering standards of the trade, relative to design, strength, quality, and workmanship.

Any reference made to any manufacturer or brand name is not to be construed as a limiting factor in the proposal, but is meant to show the minimum scope and quality of the product to be quoted. Contractor can submit approved equals for items that vary from those requested.

Note – If the project cost exceeds budget, project may be awarded by individual location(s) or rejected in total.

The Contractor is to provide to the a copy of its "Random Drug Testing Program and Contractor's Licenses" as provided for in Chapter 3.95 of the City of Evansville Municipal Code if the quote is \$10,000 or more or if under \$10,000 the contractor is to provide the City of Evansville a copy of its "Contractor's Licenses and Random Drug Testing Program" which is to include at a minimum random drug testing of at least the five (5) drug panel tests as provided for in Chapter 3.95 (a copy of which is attached) in Title 3 of the City of Evansville Municipal Code at the time of the quote.

A coverage limit of not less than General Aggregate: \$5,000,000, Products & Completed Operations Aggregate, Not Less Than \$5,000,000; Personal & Advertising Injury, Not Less Than \$1,000,000; Each Occurrence Not Less Than \$750,000; Fire Damage (Any one fire) Not less Than \$50,000; Medical Expense (Any one person), Not Less Than \$5,000.

The evidence of insurance coverage shall be endorsed and provided to City of Evansville, prior to start of the project showing State of Indiana (INDOT), City of Evansville along with the EID as additional insured.

Notice to Proceed & Schedule of Work: All work is to be completed 150 calendar days from Notice to Proceed. Contractor shall notify Joshua Armstrong, josh@downtownevansville.com, 812-499-9173 prior to commencing work and shall keep Joshua Armstrong abreast with work schedule and location of work pertaining to this project.

NOTE: If work is not completed in the time schedule set above, a \$100 per day penalty in liquidated damages may be assessed against the Contractor for each day work does not meet the guideline as specified unless a mutual resolution is met by both parties due to an unforeseen incident involving this proposal.

Final Inspection & Invoicing: Upon completion of the work, Contractor shall request Joshua Armstrong, josh@downtownevansville.com, 812-499-9173 to schedule an inspection. After inspection, a list of items needing additional work or correction will be provided to the Contractor. Upon completion of these items, the Contractor shall request another inspection. This process will be repeated until all work is deemed acceptable to the City and the EID. The last inspection shall constitute the final inspection and acceptance of the work by the City (the "Final Inspection"). Until the Final Inspection, no part of the work will be accepted. Only upon Final Inspection may the Contractor submit an invoice for the contract amount as modified by any written change orders.

Responsibility of Damage: Pavement, sidewalks, vehicles, yard ruts, office equipment, building structure including walls, traffic signal equipment, traffic signs, pedestrians, vehicular, other traffic, etc. shall be protected against damage or disfigurement from material or equipment used in the removal and/or installation of the equipment. Contractor shall be responsible for all damages accordingly. Contractor shall be responsible to keep working area clean of debris.

Warranty Requirements: Standard warranty must be provided at final inspection.

3. QUALIFICATIONS

Minimum Qualifications:

- A. Contractor and their employees must present themselves in a professional manner at all times.
- B. The use of alcohol or illegal drugs will not be tolerated.

Statement of Experience

- A. Contractor must submit three (3) local letters of references.
- B. Contractor must submit list of manpower to be utilized.
- C. Contractor must submit length business has been in existence doing this type of work.

Non-Compliance

- A. The Contractor also agrees that should the Contractor fail to comply with the terms of the contract, Contractor will be given four (4) days to bring in such non-compliance to compliance. If Contractor fails to correct such non-compliance, the City may do one or more of the following:
 - 1. Terminate the contract and pay the Contractor only to the date of termination less any amounts owed to the City by the Contractor.
 - 2. Use its own workers or hire another contractor to remedy the breach and withhold from payments due the Contractor the cost of such corrective measures.
 - 3. Any other remedy allowed at law or equity.

4. INVOICE SUBMISSION

Submit invoice upon approval of work. The invoice will then be processed for payment.

Invoice submitted for payment must include the following:

- A. Name of "EID Underpass Lighting Project" on invoice.
- B. All invoices must have company name, address, phone number.
- C. Invoices must have an invoice number and not duplicate any others.
- D. All invoices must be itemized.
- E. Must include dates of work performed.

5. INSURANCE

The Contractor shall procure and keep in force during the term of the contract general liability insurance that shall protect it and the Owner (as an additional insured) and any subcontractors performing work under the contract against claims for damage for personal injury, occupational sickness or disease, including accidental death, as well as the claims for property damage, which may arise from operations under the contract, whether such operations be by Contractor or by any subcontractor(s), or by any one directly or indirectly employed by either of them, in the amount of at least (\$1,000,000) one million dollars combined single limit for each occurrence. Contractor shall carry worker's compensation insurance coverage in amounts required by Indiana law for all of its employees who perform work under the contract.

The City of Evansville, the State of Indiana and the EID shall be named as additional insured on such general liability insurance. Certificates of insurance must be presented to the EID or its designated representative (DMD) prior to the commencement of the contract.

6. DAMAGE TO PREMISES

If the property or contents is damaged in any way whatsoever by reason of any act or omission of the Contractor or its employees, the Contractor shall immediately repair at its own cost and expense the building, structure, wall, fence, equipment, etc., as damaged.

Upon failure of the Contractor to make such repairs, the EID and/or the City of Evansville may repair such damage at the cost and expense of the Contractor and shall have the right to terminate the contract.

VENDOR'S CHECKLIST:

In order to be accepted as a valid bid, the following items **MUST** be included with your bid, along with any other information requested in the specifications.

- 1. Vendor Checklist** _____
- 2. Bid Sheet** _____
- 3. Tabulation Page** _____
- 4. Non-Collusion Affidavit** _____
- 5. Contractor's Statement on Sub-Contractors** _____
(See Proposal Evaluation Section / Sub-Contractors)
- 6. Equal Employment Opportunity Statement** _____
- 7. Indiana Legal Employment Declaration/E-Verify** _____
(See Proposal Evaluation Section / E-Verify Program)
- 8. Conflict of Interest / Familial Disclosure** _____
- 9. Contractors Bid for Public Work – Form 96** (pgs. 19-25) _____
- 10. Responsible Bidder Certification** _____
(See General Requirements, Item F)
- 11. MBE/WBE Supplement Forms** (pgs. 26-34) _____
(See Proposal Evaluation Section / Minority and Women Business Enterprise Utilization)
- 12. Minimum Qualifications** _____
(See Specifications Section / Qualifications)
- 13. Statement of Experience** _____
(See Form 96 Section 1 Part 1)
- 14. List of References** _____
(See Form 96 Section 1 Part 2)
- 15. Random Drug Testing Policy** _____
(See Item E of Random Drug Testing Policy)
- 16. Contractor's Acknowledgment** _____
- 17. Bid Bond/Performance Bond** _____
(See Vendor Instruction Section / Bid Bond)

BID SHEET

[PLEASE MAKE THIS PAGE 1 OF YOUR SUBMISSION]

EID Underpass Lighting Project:

\$ _____

Written: _____

ADD ANY ADDITIONAL INFORMATION HERE

Tabulation Pages

DATE: March 10, 2023

**The EVANSVILLE REDEVELOPMENT COMMISSION / ECONOMIC IMPROVEMENT DISTRICT
invite your proposal for the following item:**

EID Underpass Lighting Project

To be opened at 8:30 am (CDT) **on May 3, 2023**, opening in Room 301 of the Civic Center Complex.

The undersigned proposes to furnish and deliver, in accordance with the requirements of the Instructions to Vendor's and the Specifications dated March 10, 2023 prepared by ECONOMIC IMPROVEMENT DISTRICT

Please be advised that any alterations, changes in bid format, etc., will make it difficult to evaluate bids and may lead to confusion. All items should be quoted in the units, quantities, and units of measurements specified. Do not submit alternate bid unless requested. The City of Evansville and the EID shall reserve the right to reject any or all bids or any part thereof.

QUOTATIONS

1. All prices F.O.B. to City of Evansville, 47708. Yes___No ___

INDEMNIFICATION

Bidder will indemnify and hold harmless the City of Evansville and Vanderburgh County and Economic Improvement District in accordance with the provisions contained herein?

Yes___No ___

BIDDER QUALIFICATION AND EXPERIENCE

1. Bidder has included three (3) references? Yes___No ___

2. Bidder possesses necessary occupational license(s)? Yes___No ___

Printed Name and Title of Person Submitting Quote

Date:_____

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that they have not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by them, entered into any combination, collusion or agreement with any person relative to the price to be quote by anyone at such letting nor to prevent any person from quoting nor to induce anyone to refrain from quoting, and that this quote is made without reference to any other quote and without an agreement, understanding or combination with any other person in reference to such quoting. Bidder further says that no person or persons, firms, or corporation has, has or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

AUTHORIZED SIGNATURE

DATE

NAME & TITLE (PLEASE PRINT)

TELEPHONE

COMPANY NAME

FAX

ADDRESS (STREET)

CITY, STATE, ZIP CODE

Subscribed and sworn to before me this _____ day of _____, 2023

My Commission Expires: _____

Notary Public

County of Residence: _____

CONTRACTOR'S STATEMENT ON SUB-CONTRACTORS

1. There are **NO** Sub-Contractors associated with this proposal.

Authorized Signee: _____

Printed Name: _____

Title: Date: _____

For (Company): _____

-- OR --

2. Listed below are Sub-Contractors associated with this proposal. Additional sheets are attached as required along with appropriate Disadvantage Business Certifications.

Name of Company: _____

Address: _____

Contact Person: _____

Telephone #: _____

E-mail: _____

Name of Company: _____

Address: _____

Contact Person: _____

Telephone #: _____

E-mail: _____

EQUAL EMPLOYMENT OPPORTUNITY

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin political affiliation or belief, age or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of the nondiscrimination clause.

2. The Contractor agrees that all services, facilities, activities and programs provided as part of the contract will meet the requirements of the American's with Disabilities Act and the rules and regulations promulgated thereunder.

3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age or disability.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advertising, the labor union or workers' representative of the Contractor's commitments under the Equal Employment Opportunity Section of the contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City/County contract.

Vendor Representative (Please Print)

Signed

Vendor Name

Telephone

Vendor Address

Date

INDIANA LEGAL EMPLOYMENT DECLARATION

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

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

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

(Name of Company)

By: _____
(Authorized Representative of Company)

Subscribed and sworn to before me on this _____ day of _____, 2023.

My Commission Expires: _____

County of Residence: _____

Notary Public – Signature

Notary Public – Printed Name

For instructions and electronic registration for E-verify, please see:

<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

CONFLICT OF INTEREST / FAMILIAL DISCLOSURE FORM

Project: _____

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 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 City information which may constitute a conflict of interest; or, if such a conflict or relationship does exist, I have disclosed the nature of the relationship or conflict below.

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

As the bidder, I understand that completing this form and self-disclosing potential conflicts of interest does not necessarily disqualify a bidder, but aids in identifying conflicts of interests which must be addressed pursuant to I.C. 35-44.1-1 et al. Further, the City will insure that any individuals identified with a potential conflict will not be allowed to participate in the scoring or evaluation of the bid packages, to insure the integrity of the 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 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 _____, 2023.

My commission expires: _____

Notary Public

My County of residence is: _____

_____ County, State of _____

Printed Name of Notary Public



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form
96 (Revised 2013) Prescribed by
State Board of Accounts

PART 1

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

Date (month, day, year): _____

Governmental Unit (Owner): City of Evansville, Indiana, by and through its Board of Public Works

County: Vanderburgh County, Indiana

Bidder (Firm): _____

Address: _____

City/State/ZIP code: _____

Telephone Number: _____

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 City of Evansville, Indiana, by and through its Board of Public Works, in accordance with plans and specifications prepared by Metropolitan Evansville Transit System 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.

Name of Contractor

Signature

Printed Name/Title

PART II
(For projects of \$150,000 or more — IC 36-1-124)

Governmental Unit: City of Evansville, Indiana, by and through its Board of Public Works

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	Completion Date	Name and Address of Owner

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

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

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.)

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.

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.

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.

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.

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.

The undersigned bidder or agent, being duly sworn on oath, says that they have not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by them, 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.

They further say 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 IV OATH AND AFFIRMATION

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

Dated: _____

(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 _____, 2023.

My Commission Expires: _____

Notary Public

County of Residence: _____

Printed name of Notary Public

BID OF

(Contractor)

(Address)

FOR PUBLIC WORKS PROJECTS OF

Filed _____, _____

Action taken

MINORITY AND WOMEN BUSINESS ENTERPRISE PROGRAM

Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Goals

It is a goal of the City of Evansville-Vanderburgh County (“Owner”) to promote the utilization of MBEs and WBEs during and as part of each contract for the purchase of goods, supplies, services and construction work, in an effort to meet or exceed the participation goals established in the MBE/WBE Utilization Plan of 12% participation of MBEs and 7% participation by WBEs.

Each bidder shall identify, as part of its bid the MBE and WBE businesses that would perform work should the bid be accepted, a description of the work which each subcontractor/supplier would perform and the dollar amount of the work which each would perform. The City’s Contract Compliance Officer, as part of the Plan, shall actively promote the meaningful participation of MBE and WBE businesses, in the performance of the work by contractors.

PRE-CONSTRUCTION / BIDDING PHASE

Bidder Requirements:

Before and during the pre-construction and bidding phases of the Project and subject to the public construction and public procurement laws applicable to the Project, bidders shall actively promote meaningful participation of MBEs and WBEs in the Project, requiring them to:

1. Provide written notice of contracting opportunities to known MBEs and WBEs in sufficient time to allow them to participate. Bidder’s must allow M/WBE’s no fewer than ten (10) business days to respond to bid notice;
2. Contact and/or follow-up with MBEs and WBEs interested in participation. Prime Contractors who are:
 - Challenged with sourcing MBE/WBE subcontractors,
 - Have MBE/WBE goal deficiencies, or
 - Have MBE/WBE participation barriers

are required to coordinate a meeting with the City of Evansville Contract Compliance Officer and/or the City/County Purchasing Department. The meeting purpose will consist of a discussion and potential recommendations of appropriate action steps to achieve the MBE/WBE goals. This meeting must take place at least three (3) business days prior to the final bid submission. All information reported by contractors will be verified for accuracy.

If a Purchasing Department Coordination meeting is not completed by the prime contractor, the contractor’s bid will be considered non-responsive and will not be accepted for final submission.

In addition, the Participation Evaluation Worksheet (Form A) included in the bid package is required to be submitted with each bid.

3. Consider unbundling Bid Packages into economically feasible units to facilitate MBE and WBE participation. Unit prices shall be given for supplies and equipment;

4. Provide adequate information about plans, specifications and/or other contracting requirements to facilitate MBE and WBE participation;
5. Confer in good faith with interested MBE/WBEs, including the making of reasonable determinations as to their qualifications;
6. Provide information to MBE/WBEs regarding bonding and insurance;
7. Submit a Copy of the Indiana Department of Administration (IDOA) Certification for each M/WBE listed in the Statement of Proposed M/WBE Utilization (Form B). Such certification must be in effect throughout the duration of the project;
8. Submit a Letter of Intent to Perform as a Subcontractor or Supplier (Form C) summarizing all subcontractor and supplier utilization, for each M/WBE subcontractor or supplier;
9. When the M/WBE program goal is not feasible because of the lack of availability of qualified minority or women business enterprises in a particular trade or field, Bidders shall submit in a sealed bid envelope a completed Application for Program Waiver (Form E), complete with full, verifiable documentation of bidder's efforts to locate and employ M/WBE for the project.

City/County ("Owner") Requirements:

Before and during the pre-construction and bidding phases of the Project and subject to the public construction and public procurement laws applicable to the Project, the Owner's Contract Compliance Officer shall actively promote meaningful participation of MBEs and WBEs in the Project, by requiring Bidders to:

1. Inform interested bidders of the Plan, including the MBE and WBE goals and procedures applicable to the Project;
2. Organize and conduct pre-bid meetings to inform MBEs and WBEs of contracting opportunities and encourage all potential bidders to attend such meetings;
3. Advertise with respect to contracting opportunities in general circulation, trade and minority-focused media;
4. Utilize the services of available minority organizations, contractor's groups, state and local offices, etc., that have knowledge of available MBE/WBEs or the means to locate such MBE/WBEs;
5. Evaluate for each bid package the extent of MBE/WBE participation by the apparent low bidder, whether the proposed entities have been appropriately certified as MBE/WBEs, whether the apparent low bidder achieved applicable goals for the Project and, if not, the extent of good faith efforts made by such bidder to encourage the utilization of MBE/WBEs and whether there are valid reasons for the bidder's inability to achieve the stated goals; and
6. Advise the City of Evansville awarding department/Board whether, in the Contract Compliance Officer's opinion, the apparent low bidder has achieved the stated MBE/WBE goals or

demonstrated good faith efforts to achieve the goals and include this consideration in the overall recommendation as to whom the contract should be awarded.

CONSTRUCTION PHASE

Bidder Requirements:

If applicable, during the construction phase of a project, the Bidder shall, among other things:

1. Provide Contractor's Monthly M/WBE Report (Form D) to the Owner and the City's Contract Compliance Officer, on at least a monthly basis, as to the MBE/WBE participation for each contractor on the project as a whole; and
2. Consider the impact of change orders on MBE/WBE utilization. M/WBE's work total dollar amount should be the same percentage as the Change Order, for the same work.
3. Submit copies of executed M/WBE subcontracts, purchase orders, requisitions, etc. to the Contract Compliance Officer.

City/County ("Owner") Requirements:

If applicable, during the construction phase of a project, the Contract Compliance Officer shall, among other things:

1. Obtain any additional documentation deemed necessary to demonstrate the good faith efforts of each contractor to achieve and maximize MBE/WBE participation goal levels;
2. Verify all submitted documents that each MBE/WBE as listed by each contractor is appropriately certified as either an MBE or WBE entity;
3. Determine the scope of work assigned to each MBE/WBE;
4. Calculate the percentage of participation for each MBE/WBE. Only where an exact amount to be contracted to M/WBE cannot be determined, the Bidder must indicate the minimum dollar amount that will be paid to the M/WBE firm (on the Letter of Intent Form C);
5. Determine the percentage of completion of MBE/WBE scope of work to date;
6. Evaluate the impact of change orders on MBE/WBE utilization. M/WBE's work total dollar amount should be the same percentage in the Change Order, for the same work;
7. Periodically, and at the specific request of the Owner, conduct reviews to verify:
 - The progress of payments made to MBE/WBEs and
 - Method of accounting for MBE/WBE participation

NON-COMPLIANCE

1. Failure to demonstrate good faith efforts to achieve the goal may constitute grounds for rejection of the bid.
2. The Owner may withhold payment on the Contract until satisfactory corrective measures are completed.
3. Bidders are advised that any contractor who knowingly or intentionally misrepresents the amount to be subcontracted to the M/WBE is in breach of contract and may suffer penalties pursuant to Indiana Code.



STATEMENT OF PROPOSED M/WBE UTILIZATION

(FORM B)

Bid Package _____

Will Bidder's firm be supplying all of the products/services to be purchased? Yes _____ No _____ OR In the case of a construction project will Bidder be doing all of the work with its own forces? Yes _____ No _____ If no, what percentage of work will Bidder self perform? _____

Is Bidder certified as a Minority/Women Business Enterprise (M/WBE)? Yes _____ No _____ If yes, which MBE _____ WBE _____

List below all proposed M/WBE Subcontractors and Suppliers to be used for the work. Total dollar amount and percentage must equal that on the Bid form. Clearly indicate in the Scope of Work column if the M/WBE will be a supplier only. Also, if M/WBE will contract with a Subcontractor or Bidder and not directly with the Bidder, indicate "Subcontractor of _____" or similar statement in the Scope of Work column. Use additional sheets if necessary.

M/WBE Company Name Address, Phone, Contact & Email	MBE or WBE	% of Bid	Dollar Amount	Scope of Work or Commodity to be Supplied	Base Bid Amount

Bidder's Company Name _____

Signature (of Corporate Officer) _____

Date _____

Name & Title (Print) _____

Total Dollar Amount \$ _____

Total MBE Participation \$ _____

Total WBE Participation \$ _____

Number of City / County Ordinance _____



**LETTER OF INTENT TO PERFORM AS
A SUBCONTRACTOR OR SUPPLIER
(FORM C)**

Bid Package _____

I, _____, (Company Name of Bidder or Sub-Bidder) have entered into an agreement with the following Minority/Women-Owned Business Enterprise (M/WBE) to do the work indicated below. I agree that, if awarded a Contract by the Owner or a Subcontract by the Bidder for the referenced Bid Package, a subcontract and/or purchase order will be executed with this firm and a copy of the agreement will be provided to the Owner.

Name and Address of M/WBE	MBE or WBE	Goods or Supplies to be Provided	Minimum Contract Amount

Amount to be subcontracted by M/WBE to other M/WBE firms \$ _____

Amount to be subcontracted by M/WBE to non-M/WBE firms \$ _____

Is M/WBE a Supplier only? Yes _____ No _____

I understand that I will not be allowed to substitute or change M/WBE Subcontractors or Suppliers without the express prior approval of the Owner. Such approval shall in no way relieve my obligations pursuant to the M/WBE requirements and goals specified in the Bidding Documents.

Under penalty of perjury I declare that I have read the foregoing and the facts stated are true.

Authorized Agent of Bidder or Sub-Bidder

Authorized Agent of M/WBE Subcontractor/Supplier

Printed Name and Title

Printed Name & Title

Date

Date

Phone Number, Fax Number & E-Mail

INSTRUCTIONS: All Letters of Intent are to be submitted by the Bidder with its Bid. A Letter of Intent is to be executed with all M/WBE Subcontractors and Suppliers listed by the Bidder on the Statement of Proposed M/WBE Utilization. Failure to submit this form with the Bid may result in the Bid being found to be non-responsive.



(Submit With All Payment Requests)

(FORM D)

Name (Printed): _____

*** All Subcontractors / Suppliers must register as a Vendor with the City of Evansville.**

M/WBE-9

Updated: 11/2018

MINORITY / WOMEN BUSINESS ENTERPRISE PARTICIPATION PLAN

**APPLICATION FOR PROGRAM WAIVER
(FORM E)**

Name of Project:

Department:

General Contractor Company Name:

Owner of Company:

Address(es) of Construction

This contract is subject to City of Evansville Municipal Code which encourages the utilization of local minority and women owned business enterprises. The contractor must demonstrate that a good faith effort was made to meet the MBE/WBE participation goals for this project. Should the contractor's efforts not produce the desired goal, this application for waiver must be completed and submitted with any other documentation of the good faith effort.

Contractors should indicate the name of the minority-owned or women-owned firm(s) contacted regarding this project; the contact name and phone number at the firm(s); the method of contact, date attempted, and results of that contact. The (Department) and/or (Sub-recipient- if any) reserve the right to accept, verify or deny any application for waiver from the contract goal; and the right to verify all information submitted, pursuant to City of Evansville Municipal Code.

When indicating a reason(s) for not using the MBE/WBE listed please refer to the following:

1. The price for doing the work by the MBE/WBE was greater than the price of another subcontractor
2. MBE/WBE did not respond to request for prices
3. The MBE/WBE responding to the request were not able to do the work requested
4. Other (explain)

List of MBE/WBE subcontractors contacted, but NOT utilized on this project:

MBE/WBE	Contact	Date &	Type of Attempt	Result

If additional room is necessary, please attach a separate page.

CONTRACTOR'S SIGNATURE

DATE

RANDOM DRUG TESTING POLICY

Following are the requirements for required random drug testing programs as provided for in Chapter 3.95 of the Evansville Municipal Code.

The Contractor, and every Sub-Contractor doing construction work on the project, shall have a random drug testing program in place at the time of submission of his quote or bid which shall, at a minimum, meet the following qualifications and criteria:

- A. The Contractor shall maintain a random drug testing program, and the program shall be reduced to writing.
- B. The drug testing program shall contain at least a five (5) drug panel that tests for the following drugs: amphetamines, cocaine, opiates (92000 ng/ml), PCP, and THC.
- C. All the employees of the Contractor are subject to at least annual testing, and at least one-twelfth (1/12th) of 25% of the employer's total workforce shall be selected randomly each month for testing.
- D. The random drug testing program operated by the Contractor shall contain a progressive discipline component for employees who fail the drug test that meets at least the following minimum steps:
 - 1. The first positive test shall result in a thirty (30) day period of ineligibility for work, and upon returning to work, one (1) year of unannounced follow-up testing.
 - 2. A second positive test shall result in a ninety (90) day period of ineligibility for work, and upon returning to work, one (1) year of unannounced follow-up testing.
 - 3. A third positive test shall result in a one (1) year period of ineligibility for work, and upon returning to work, one (1) year of unannounced follow-up testing.
 - 4. Any subsequent positive test shall be treated the same as a third positive test.
 - 5. At the discretion of the employer, the discipline issued above may include more severe discipline including, but not limited to, dismissal of the employee.
- E. Evidence of the Contractor's drug testing policy shall be submitted with the bid. Failure to provide evidence of the Contractor's random drug testing policy or program shall result in a rejection of the bid. Submitting false information concerning compliance with the requirements of this chapter shall result in the rejection of the bid or cancellation of the Contract if an award has been made prior to determining the information is false by the Board, Commission, or Agency. In such event, the Contractor shall be paid only for the work done prior to cancellation of the Contract.
- F. This section shall be applicable only to construction contracts where the cost of the contract is more than Ten Thousand Dollars.

CONTRACTOR'S ACKNOWLEDGMENT

The undersigned Contractor certifies under the penalties of perjury, and in accordance with I.C. § 5-16-13 *et seq.* and I.C. § 22-5-1.7-11.1 *et seq.* as follows:

1. The Contractor has enrolled in and will verify the work eligibility status of all newly hired employees through the E-Verify program so long as the E-Verify program is in existence. The Contractor does not and shall not knowingly employ an unauthorized alien.
2. The Contractor shall receive a certificate from each subcontractor of any tier on the project that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled and is participating in the E-Verify program.
3. If the Agreement is for \$10,000 or more, Contractor has established an employee drug testing program in compliance with Evansville Municipal Code 3.95.020 and has attached hereto the written plan for the program or a copy of the relevant part of the collective state bargaining agreement providing for such program.
4. If the Agreement is for \$300,000 or more, Contractor has attached a current certificate of qualification issued by the State of Indiana under I.C. § 4-13.6-4 or I.C. § 8-23-10.
5. If the Agreement is for \$150,000 or more, Contractor shall provide a current certification as a Responsible Bidder in compliance with Evansville Municipal Code 3.95.040. This Code includes, among other requirements, evidence that the Contractor is in compliance with I.C. § 5-16-13-12 and its requirements pertaining to participation in apprenticeship and training programs applicable to the work to be performed on the public work project.
6. If the Agreement is for \$150,000 or more, Contractor shall provide required forms related to Minority and/or Women Business Enterprise (MBE/WBE) Utilization Program in compliance with Evansville Municipal Code 3.90 Article II.
7. The Contractor acknowledges that discrimination or intimidation of any employee hired for the performance of work under this Agreement, by Contractors and subcontractors, on account of race, religion, color, sex, national origin or ancestry is prohibited under I.C. § 5-16-6-1.

On behalf of Contractor, I hereby acknowledge and certify under the penalties of perjury that the foregoing statements are true and correct to the best of my knowledge and belief.

CONTRACTOR:

Date: _____

By: _____

(Printed Name and Title)